Publications

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Ontario legislative assembly
Sessional papers

SESSIONAL PAPERS.

VOL. XXVIII.—PART VIII.

SECOND SESSION EIGHTH LEGISLATURE

OF THE

PROVINCE OF ONTARIO.

SESSION 1896

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LIST OF SESSIONAL PAPERS.

ARRANGED ALPHABETICALLY.

TITLE.	No.	REMARKS.
Accounts, Public	3	*Printed.*
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Agriculture and Arts, Report	28	"
Archæological, Report (part of)	2	"
Asylums, Report	11	"
Bee-Keepers' Association, Report	22	*Printed.*
Births, Marriages and Deaths, Report	30	"
Blind Institute, Report	15	"
Bonds and Securities	59	*Not printed.*
Burlington Beach, correspondence	70	"
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Central Prison, Stock in Industrial Department	61	"
do agreement *re* binder twine	65	"
do cost of machinery *re* binder twine	67	"
do Massie charges	69	*Not printed.*
Childrens' Protection Act, Report	17	*Printed.*
Crown Lands, Report	5	"
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Deaf and Dumb Institute, Report	16	"
Division Courts, Report	7	"
Dominion Cattle Breeders' Association, Report	27	"
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do Normal Schools in London	52	*Not printed.*
do children passing leaving examinations	80	"

Title.	No.	Remarks.
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Elgin House of Industry Report	54	*Not printed.*
Elliott, Junior Judge, Surrogate fees	66	"
Entomological Society, Report	4	*Printed.*
Estimates	19	"
Factories, Report	29	*Printed.*
Farmers' Institutes, Report	25	"
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Fruit, Experiment Stations	21	"
" Growers', Report	20	"
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Gaols, Common, Report	12	"
Hazelwood and Whalen, pulpwood agreement	74	*Not printed.*
Health, Report	35	*Printed.*
Hospitals, Report	14	"
Immigration, Report	36	*Printed*
Industries, Bureau, Report	6	"
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Jones, Judge, commutation	43	*Not printed.*
Legal Offices, Report	31	*Printed.*
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Mosgrove, Judge, Surrogate fees	44	"
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Ottawa Separate Schools, Report	1	*Printed.*
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Poultry and Pet Stock, Report	23	*Printed.*
Public Accounts	3	"
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Public Works, Report	9	*Printed.*
Pulpwood agreement	74	*Not printed.*
Queen Victoria Niagara Falls Park, Report	32	*Printed.*
Quiball, Police Magistrate	53	*Not printed.*
Refuge, Houses of	13	*Printed.*

Title.	No.	Remarks.
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Secretary and Registrar's Report	77	"
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Statutes, distribution	46	"
Stephenson, lands flooded in	60	"
Tavern and Shop Licenses, Report	8	*Printed.*
Titles, Report of Master of	55	"
Toronto General Trusts Company	57	*Not printed.*
Toronto University, Auditor's Report	37	*Printed.*
do Discipline Report	38	"
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Arranged in Numerical Order with their Titles at full length : the dates when Ordered and when presented to the Legislature ; the name of the Member who moved the same, and whether Ordered to be Printed or not.

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No. 1.. Report of the Commission relating to the Ottawa Separate Schools. Presented to the Legislature 12th February, 1896 *(Printed.)*

No. 2.. Report of the Minister of Education of the year 1895, with the Statistics of 1894. Presented to the Legislature 27th February, 1896. *(Printed.)*

No. 3.. Public Accounts of the Province for the year 1895. Presented to the Legislature 17th February, 1896. *(Printed.)*

No. 4.. Estimates for the Service of the Province until after Estimates of the year are finally passed. Presented to the Legislature 18th February 1896. *(Not printed.)* Estimates for the year 1896. Presented to the Legislature 19th February, 1896. *(Printed.)* Estimates (supplementary) for the year 1896. Presented to the Legislature 1st April, 1896. *(Printed.)*

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No. 5.. Report of the Commissioner of Crown Lands for the year 1895. Presented to the Legislature 13th March. *(Printed.)*

No. 6.. Report of the Department of Immigration for the year 1895. Presented to the Legislature 20th March, 1896. *(Printed.)*

No. 7.. Report of the Inspector of Division Courts for the year 1895. Presented to the Legislature 20th March, 1896. *(Printed.)*

No. 8.. Report on the working of the Tavern and Shop Licenses Acts for the year 1895. Presented to the Legislature 12th February, 1896. *(Printed.)*

No. 9.. Report of the Commissioner of Public Works for the year 1895. Presented to the Legislature 20th February, 1896. *(Printed.)*

No. 10.. Report of the Inspector of Insurance and Registrar of Friendly Societies for the year 1895. Presented to the Legislature 12th February, 1896. *(Printed.)*

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No. 11.. Report upon the Lunatic and Idiot Asylums of the Province for the year ending 30th September, 1895. Presented to the Legislature 13th February, 1896. (*Printed.*)

No. 12.. Report upon the Common Goals, Prisons and Reformatories of the Province for the year ending 30th September, 1895. Presented to the Legislature 20th February, 1896. (*Printed.*)

No. 13.. Report upon the Houses of Refuge and Orphan and Magdalen Asylums of the Province for the year ending 30th September, 1895. Presented to the Legislature, 12th February, 1896. (*Printed.*)

No. 14.. Report upon the Hospitals of the Province for the year ending 30th September, 1895. Presented to the Legislature 11th March, 1896. (*Printed.*)

No. 15.. Report upon the Institution for the Education of the Blind, Brantford, for the year ending 30th September, 1895. Presented to the Legislature 12th February, 1896. (*Printed.*)

No. 16.. Report upon the Institution for the Education of the Deaf and Dumb, Belleville, for the year ending 30th September, 1895. Presented to the Legislature 12th February, 1896. (*Printed.*)

No. 17.. Report of the Work under the Children's Protection Act for the year 1895. Presented to the Legislature 12th February, 1896. (*Printed.*)

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No. 18.. Report of the Ontario Agricultural College and Experimental Farm and Experimental Union for the year 1895. Presented to the Legislature 6th March, 1896. (*Printed.*)

No. 19.. Report of the Entomological Society of Ontario for the year 1895. Presented to the Legislature 23rd March, 1896. (*Printed.*)

No. 20.. Report of the Fruit Growers' Association of Ontario for the year 1895. Presented to the Legislature 11th March, 1896. (*Printed.*)

No. 21.. Report of the Fruit Experiment Stations of Ontario, for the year 1895. Presented to the Legislature 11th March 1896. (*Printed.*)

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No. 22.. Report of the Bee Keepers' Association of the Province for the year 1895. Presented to the Legislature 11th March, 1896. (*Printed.*)

No. 23.. Report of the Poultry and Pet Stock Associations of the Province for the year 1895. Presented to the Legislature 11th March, 1896. (*Printed.*)

No. 24.. Report of the Dairymens and Creameries' Associations of the Province for the year 1895. Presented to the Legislature 11th March, 1896. (*Printed.*)

No. 25.. Report of the Superintendent of Farmers' Institutes of the Province for the year 1895. Presented to the Legislature 11th March, 1896. (*Printed.*)

No. 26.. Report of the Sheep and Swine Breeders' Associations of the Province for the year 1895. Presented to the Legislature 11th March, 1896. (*Printed.*)

No. 27... Report of the Dominion Cattle Breeders' Association of the Province for the year 1895. Presented to the Legislature 31st March, 1896. (*Printed.*)

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No. 28... Report of the Agriculture and Arts Association for the year 1895. Presented to the Legislature 31st March, 1896,

No. 29.. Report of the Inspectors of Factories for the Province for the year 1895. Presented to the Legislature 11th March, 1896. (*Printed.*)

No. 30... Report upon the Registration of Births, Marriages and Deaths in the Province for the year 1894. Presented to the Legislature 12th February, 1896. (*Printed.*)

No. 31.. Report of the Inspector of Legal Offices for the year 1895. Presented to the Legislature 20th March, 1896. (*Printed.*)

No. 32.. Report of the Commissioners for the Queen Victoria Niagara Falls Park for the year 1895. Presented to the Legislature 5th March, 1896. (*Printed.*)

No. 33.. Report of the Ontario Game and Fish Commission. Presented to the Legislature 28th February, 1896 (*Printed.*)

No. 34.. Report of the Bureau of Mines for the year 1895. Presented to the Legislature 31st March, 1896 (*Printed.*)

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No. 35.. Report of the Board of Health for the year 1895. Presented to the Legislature 19th March, 1896. (*Printed.*)

No. 36.. Report of the Bureau of Industries for the year 1895. Presented to the Legislature 11th March, 1896. (*Printed.*)

No. 37.. Auditor's Report to the Board of Trustees on Capital and Income Account of the University of Toronto. Presented to the Legislature 12th February, 1896. (*Printed.*)

No. 38.. Report of the Commissioners on the Discipline and other matters in the University of Toronto. Presented to the Legislature 12th February, 1896. (*Printed.*)

No. 39.. Report of the Standing Committee on Finance of the University of Toronto. Presented to the Legislature 12th February, 1896. (*Printed.*)

No. 40.. Report of the Clerk in charge of the Forestry Branch, Crown Lands Department. Presented to the Legislature 31st March, 1896. (*Printed.*)

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No. 41.. Return from the Records of the several Elections to the Legislative Assembly in the Electoral Districts of West Algoma; the North Riding of the County of Brant, Kingston, South Wentworth and West Wellington, since the General Election of 1894, shewing: (1) The number of Votes polled for each Candidate in each Electoral District. (2) The majority whereby each successful Candidate was returned. (3) The total number of Votes polled in each District. (4) The total number of Votes remaining unpolled. (5) The number of names on the Voters' List in each District. (6) The number of Ballot Papers sent out, and how disposed of in each Polling Sub-Division. (7) The number of Tendered Ballots sent out. (8) The population of each District as shown by the last Census. Presented to the Legislature 13th February, 1896. (*Printed.*)

No. 42.. Copy of an Order in Council directing the payment out of the Surplus Surrogate fees of $115, to His Honour Judge Doyle. Presented to the Legislature, 12th February, 1896. (*Not printed*)

No. 43.. Copy of an Order in Council increasing the commutation paid to His Honour Judge Jones. Presented to the Legislature 12th February, 1896. (*Not printed.*)

No. 44.. Copy of an Order in Council directing the payment out of the Surplus Surrogate fees of $500 to His Honour Judge Mosgrove Presented to the Legislature 12th February, 1896. (*Not printed.*)

No. 45.. Report of the Principal of Upper Canada College shewing the present attendance of pupils and also the statement of the Bursar for the year ending 30th June, 1895. Presented to the Legislature 12th February, 1896. (*Not printed.*)

No. 46.. Statement shewing distribution of Revised and Sessional Statutes for the year 1895. Presented to the Legislature 12th February, 1896. (*Not printed.*)

No. 47.. Return to an Order of the House of the Eleventh day of March, 1895, for a Return shewing the names, occupations and post office addresses of the License Commissioners of the Province for the years 1891-92-93 and 1894. Presented to the Legislature 12th February, 1896. Mr. *Ryerson*. (*Not printed.*)

No. 48.. Return to an Order of the House for the Third day of April, 1895, for a Return shewing the number of prosecutions instituted by agents or detectives of the Medical Council during the year 1894, for violations of the Medical Act, shewing the names of such prosecutors, the names of those prosecuted, the particular offence with which they were charged, and the fine or imprisonment imposed upon those persons convicted. Presented to the Legislature 12th February, 1896. Mr. *Caven*. (*Not printed.*)

No. 49.. Return to an Order of the House of the Third day of April, 1895, for a Return of copies of all applications for the purchase of the water lot in front of lot No. 15 in the 8th Concession of the Township of Dysart, in the County of Haliburton, and of all plans, petitions and correspondence relating to the issue of a patent of such water lot. Presented to the Legislature 12th February, 1896. Mr. *Carnegie*. (*Not printed.*)

No. 50.. Copies of Orders in Council relating to Educational matters approved of during the year 1895. Presented to the Legislature 13th February, 1896. (*Printed.*)

No. 51.. Return to an Order of the House of the Eleventh day of March, 1895, for a Return of copies of all letters received by the Minister of Education, and by other members of the Government, since the first day of January, 1891, recommending persons for positions on the staff of University College, and of the School of Practical Science. Presented to the Legislature 17th February, 1896. Mr. *Whitney*. (*Not printed.*)

No. 52.. Return to an Order of the House of the House of the Twenty-seventh day of March 1895, for a Return of copies of all correspondence between any member of the Government and any person or persons referring to the establishment of a Normal School in the City of London, and a similar Return referring to the establishment of a Normal School in the Town of Woodstock. Presented to the Legislature 17th February, 1896. Mr. *Whitney*. (*Not printed.*)

No. 53.. Return to an Order of the House of the Third day of April, 1895, for a Return of copies of all correspondence between the Municipality of Sudbury and any member of the Government relating to W. A. Quibell, Police Magistrate of Sudbury. Presented to the Legislature 17th February, 1896. Mr. *Whitney*. (*Not printed.*)

No. 54.. Report of the Inspector of the Elgin House of Industry and Refuge, for the year 1895. Presented to the Legislature 18th February, 1896. (*Not printed.*)

No. 55.. Report of the Master of Titles for the year 1895. Presented to the Legislature 20th February, 1896. (*Printed.*)

No. 56.. Return to an Order of the House of the Tenth day of April, 1895, for a Return of copies of all correspondence, documents and writings, between any member of the Government, or any person or persons and the Government, in connection with the recent appointment of Mr. John W. Smith, of the Town of Brampton, as Bailiff of the First Division Court of the County of Peel, and of the dismissal of Mr. George Broddy. Presented to the Legislature, 21st February, 1896. Mr. *St. John.* (*Not printed.*)

No. 57.. Statement of the affairs of the Toronto General Trusts Company for the year 1895. Presented to the Legislature, 25th February, 1896. (*Not printed.*)

No. 58.. Return to an Order of the House of the Tenth day of April, 1895, for a Return, shewing all actions and references pending before Local Masters which have been pending for more than six months, with the dates, when the matters were brought into the Master's office, the present condition of such matters, and the reasons why same are not disposed of. Mr. *Middleton.* Presented to the Legislature, 27th February, 1896. (*Not printed.*)

No. 59.. Detailed Statement of all Bonds and Securities recorded in the Provincial Registrar's Office since the last return submitted to the Legislative Assembly upon the eighth day of March, A.D. 1895, made in accordance with the provisions of R.S.O., cap. 15. sec. 23. Presented to the Legislature, 28th February, 1896. (*Not printed.*)

No. 60.. Return to an Order of the House of the Twenty-sixth day of February, 1896, for a Return of copies of all correspondence, papers and documents, except that already brought down, between any member or officer of the Government, or any other person or persons, on the subject of claims for damages for the flooding of lands in the Township of Stevenson by the Government dam at the outlet of Mary Lake. Also, copies of all reports made by any Departmental officer, or any other person, to the Government, or any Department thereof, on the subject of such claims, or the damages occasioned by such works. Presented to the Legislature, 5th March, 1896. Mr. *Langford.* (*Not printed.*)

No. 61.. Return to an Order of the House of the Twenty-first day of February, 1896, for a Return shewing (1) the amount of stock on hand in each of the Industrial Departments of the Central Prison, at the stock taking on 30th September, 1894, and on 30th September, 1895. (2) The amount of material purchased for each of said departments during the year ending 30th September, 1895. (3) The amount of wages of all foremen and instructors employed in each of said shops during the year ending 30th September, 1895. (4) The number of days labour of prisoners detailed to each of said shops during said year, shewing the total number detailed whether employed or not. (5) The amount received, and amount still

owing for the produce of said industries sold during the year ending 30th September, 1895, and the amount received during the year ending 30th September, 1895, on account of sales previous to 30th September, 1894. Presented to the Legislature, 5th March, 1896. Mr. *Matheson*. (*Printed.*)

No. 62.. Statement of Returns forwarded to the office of the Provincial Secretary, of all fees and emoluments received by the Registrars of Deeds, for the Province of Ontario, for the year 1895, made in accordance with the provisions of 56 Victoria, cap. 21, sections 117, 120 and 121, and 57 Victoria, cap. 9, sections 6 and 7, with which are contrasted the gross amount of fees for the years 1893 and 1894. Presented to the Legislature, 6th March, 1896. (*Printed.*)

No. 63 . Copy of an Order of His Honour the Lieutenant-Governor in Council approved of the 15th day of August, 1895, approving of the Companies therein mentioned, as Security for Public Officers. Presented to the Legislature, 6th March, 1896. *Not printed.*

No. 64.. Copy of an Agreement, dated Third day of March, 1896, between the Minister of Education and the Board of Education of the City of Hamilton, affiliating the Ontario School of Pedagogy with the Hamilton Collegiate Institute. Presented to the Legislature 9th March, 1896. (*Printed.*)

No. 65.. Copy of an Agreement between the Inspector of Prisons and Public Charities and P. L. O'Connor, relative to the manufacture of binder twine at the Central Prison. Also, of Order in Council approved by His Honour the Lieutenant-Governor on the 1st day of October, 1895, authorizing the said Agreement. Presented to the Legislature 11th March, 1896. (*Printed.*)

No. 66.. Copy of an Order in Council, approved by His Honour the Lieutenant-Governor the 10th day of March, 1896, fixing the amount to be paid to His Honour Judge Elliott, Junior Judge of the County of Middlesex, out of the surplus Surrogate fees for the year 1895. Presented to the Legislature 13th March, 1896. (*Not printed.*)

No. 67.. Return to an Order of the House of the Sixth day of March, 1896, for a Return shewing the cost of the machinery, the cost of repairing and maintaining the same in order, and the cost of raw material used in connection with the manufacture of binder twine in the Central Prison, giving the aggregate amounts for each year from the beginning of the said industry to date; the amounts annually paid as commissions for the sale of the product; the cost of packages, freight, salaries of extra officials and all other expenditures incurred in connection with or occasioned by the said manufacture. The annual receipts from sales of binder twine during the said period, and the estimated value of the machinery, plant, material and stock on hand when the said industry was transferred to its present managers. Presented to the Legislature 13th March, 1896. Mr. *Haycock*. (*Printed.*)

No. 68.. Return to an Order of the House, of the Twenty fifth day of March, 1895, for a Return shewing the municipal indebtedness of the various municipalities of the Province on the 31st December, 1894, under the following heads :—

1. Roads and bridges.
2. Railway bonuses.
3. Aid to manufactures by way of bonus.
4. Municipal waterworks.
5. Waterworks belonging to companies.
6. Gas and electricity.
7. High and Public Schools.
8. Sewers.
9. Other purposes.
10. Also shewing any debenture debt for local improvements, not above included. Presented to the Legislature 23rd March, 1896. Mr. *Gibson* (*Huron.*) (*Printed.*)

No. 69.. Return to an Order of the House, of the Fourth day of March, 1896, for a Return of copies of all correspondence, documents and writings between any Member of the Government, or between any person or persons and the Government, in connection with the recent charges made by James Massie, late Warden of the Central Prison, against certain of the officials of the Prison. Also, for copies of the Commission, or other appointment, and the instructions given to the Commissioners who investigated the charges. Also, for a copy of all evidence taken before the Commissioners at the investigation, and of the report made thereon by the Commissioners. Presented to the Legislature 23rd March, 1896. Mr. *Marter.* (*Not printed.*)

No. 70.. Return to an Order of the House, of the Twenty-sixth day of February, 1896, for a Return of copies of all correspondence between any official of the Corporation of the City of Hamilton and the Department of Crown Lands, or any officer thereof, relating to any question affecting the rights of the City of Hamilton, or any person or persons, to certain portions of Burlington Beach ; also, for a copy of any instructions given to S. H. Jones, Esquire, P. L. S., as to defining the limits of any holding either leased to the City of Hamilton, or sold to any individual occupant ; also, for a copy of plan of survey made by Mr. Jones ; also, for a copy of the original, as well as the subsidiary lease, granted to the City of Hamilton by the Department of Crown Lands. Presented to the Legislature 24th March, 1896. Mr. *Dickenson.* (*Not printed.*)

No. 71... Copy of an Order in Council, approved by His Honour the Lieutenant-Governor, the 26th day of March, A.D. 1896, approving of the accompanying Agreement between the Canada Publishing Company (Limited), Publishers, of the City of Toronto, and Her Majesty the Queen, represented by the Minister of Education for the Province, on behalf of the Educational Department of Ontario, respecting the publication of "The Public School Writing Course, Vertical System," comprising seven separate books, for use in the Public Schools of Ontario. Presented to the Legislature 26th March, 1896. (*Printed.*)

No. 72.. Copy of an Order in Council, approved by His Honour the Lieutenant-Governor, the 26th day of March, A.D. 1896, approving of the accompanying Agreement between The Copp Clark Company (Limited), Publishers of the City of Toronto, and Her Majesty the Queen, represented by the Minister of Education for the Province, on behalf of the Education Department of Ontario, respecting the publication of "The High School Physical Science, Part 2." Presented to the Legislature 26th March, 1896. (*Printed.*)

No. 73.. Copy of an Order in Council, approved by His Honour the Lieutenant-Governor, the 26th day of March, A.D. 1896, approving of the accompanying Agreement between The Copp, Clark Company (Limited), The Canada Publishing Company (Limited) and The W. J. Gage Company (Limited), Publishers, of the City of Toronto, and Her Majesty the Queen, represented by the Minister of Education for the Province, on behalf of the Education Department of Ontario, respecting the publication of Public School Readers, consisting of:—The First Reader, Parts 1 and 2; the Second Reader; the Third Reader; the Fourth Reader and the High School Reader. Presented to the Legislature 26th March, 1896. (*Printed.*)

No. 74.. Return to an Order of the House of the Sixth day of March, 1896, for a Return of Copies of all agreements entered into between the Government and Hazelwood & Whalen, and the Government and G. P. Cleaner, James Whalen and others, respecting the cutting of pulp wood, or other timber, in the territory north of Lake Superior, together with copies of all correspondence in connection with the same. Presented to the Legislature 26th March, 1896. Mr. *Matheson.* (*Not printed.*)

No. 75.. Return to an Order of the House of the First day of April, 1895, for a Return of copies of all advertisements calling for applications for professorships, associate professorships and lectureships in the University of Toronto and University College since the University Federation Act went into force; also, copies of all applications for such advertised positions and of the testimonials in support thereof and in the possession of any Department of the Government; also, copies of all correspondence relating to such vacancies between the Government and any person holding official positions in connection with the management of either of the above institutions. Presented to the Legislature 30th March, 1896. Mr. *Howland.* (*Not printed.*)

No. 76.. Return to an Order of the House of the Eleventh day of March, 1896, for a Return shewing the amounts paid to Warwick Bros. & Rutter for printing and binding for the years 1894 and 1895, respectively, in terms of the agreement of 1893. Presented to the Legislature 30th March, 1896. Mr. *Meacham.* (*Not printed.*)

No. 77.. Report of the Secretary and Registrar of the Province for the year 1895. Presented to the Legislature 31st March, 1896. (*Printed.*)

No. 78..	Report of the Librarian upon the state of the Library. Presented to the Legislature 1st April, 1896. (*Printed.*)
No. 79..	Papers relating to the application of the Senate of the University of Toronto to the Universities of Oxford and Cambridge for the grant of special affiliation privileges. Presented to the Legislature 7th April, 1896. (*Printed.*)
No 80..	Return to an Order of the House of the Sixteenth day of March, 1896, for a Return shewing how many of the children in each City and County, who passed the leaving examination in 1895, are now attending the High Schools. Presented to the Legislature 7th April, 1896. Mr. *Meacham.* (*Not printed.*)
No. 81..	Return to an Order of the House of the Twenty-fifth day of March, 1896, for a Return of copies of all applications and correspondence in favour of and relating to the appointment of William Murdock as Farmer, or Assistant Farmer, at the London Asylum. Presented to the Legislature 7th April, 1896. Mr. *Whitney.* (*Not printed.*)

SUPPLEMENTARY RETURN.

Recapitulation of Votes Polled for each Candidate at the several Polling Sub-divisions of the Electoral District of Kingston, at an Election held on the 21st and 28th days of January, 1895.

J. M. GIBSON,
Secretary.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, June, 1895.

RECAPITULATION of Votes Polled for each Candidate at the several Polling Sub-divisions of the Electoral District of Kingston, at an Election held on the 21st and 28th days of January, 1895.

Electoral District.	Names and numbers of polling sub-divisions.	Names of Candidates and number of votes polled for each.		Voters in each sub-division.			Ballot papers sent out, and how disposed of in each sub-division.							Tendered ballot papers sent out and how disposed of in each sub-division.		
				Total number of votes polled.	Number of votes remaining unpolled.	Number of names on the voters' lists.	Number of ballot papers sent out to each sub-division.	Used ballot papers.	Unused ballot papers.	Rejected ballot papers.	Spoiled ballot papers.	Ballot papers given to voters who afterwards declined to vote.	Ballot papers taken from polling places.	Number of tendered ballots sent out to each sub-division.	Used.	Unused.
		Hon. W. Harty.	Ed. H. Smythe.													
Kingston	City of Kingston, No. 1	86	75	161	29	190	230	161	68	.....	1	.....	....	30	1	29
	2	131	76	208	37	215	300	207	91	1	1	.....	.....	30	.....	30
	3	60	29	89	12	101	125	89	36	.....	.....	.....	.....	30	.....	30
	4	96	65	161	19	180	220	161	57	.....	2	.....	.....	30	.....	30
	5	62	21	84	10	94	110	83	25	1	1	.....	.....	30	.....	30
	6	53	46	99	7	106	130	99	30	....	1	.....	.....	30	.....	30
	7	52	45	98	9	107	135	97	36	1	1	.....	.....	30	.....	30
	8	128	126	255	16	271	330	254	73	1	2	.....	.....	30	.....	30
	9	149	73	223	27	250	300	222	72	1	5	.....	.....	30	.....	30
	9A	94	99	195	30	225	270	193	75	2	.....	.....	.....	29	.....	29
	10	139	114	256	37	293	350	253	94	3	.....	.....	.....	30	.....	30
	11	122	115	237	38	275	330	237	93	.....	.....	.....	.....	30	1	29
	12	108	101	210	31	241	290	209	78	1	2	.....	.....	30	.....	30
	12A	106	71	178	35	213	255	177	77	1	....	.....	.....	30	.....	30
	13	139	110	250	26	276	335	249	83	1	2	.....	.....	30	1	29
	14	77	76	156	37	193	230	153	73	3	1	.....	.....	30	.....	30
	14A	65	62	129	16	145	210	127	81	2	.....	.....	.....	30	.....	30
	15	116	103	220	31	251	300	219	78	1	2	.....	.....	20	1	29
	15A	111	104	215	34	249	300	215	79	.....	6	.....	.....	30	.....	30
	16	80	76	158	19	177	209	156	51	2	.....	.....	.....	30	.....	30
	16A	82	58	140	15	155	190	140	49	.....	1	.....	.....	30	.....	30
	17	105	135	243	35	278	335	240	91	3	1	.....	.....	30	.....	30
	Portsmouth Village†	121	70	192	22	214	260	191	67	1	1	.....	.....	30	.....	30
	Totals.....	2,282	1,850	4,157	572	4,729	5,744	4,132	1,557	25	30	.....	.....	689	4	685
	Majority for Hon. Wm. Harty	1,850 432														

* City of Kingston, 17,808, as per assessment for year 1895, made between July and October, 1894. † Village of Portsmouth, 834, as per assessment of year 1894.

RETURN

From the Records of the several Elections to the Legislative Assembly in the Electoral Districts of West Algoma, the North Riding of the County of Brant, Kingston, South Wentworth, and West Wellington, since the General Election of 1894, showing: (1) the number of Votes polled for each Candidate in each Electoral District. (2) The majority whereby each successful Candidate was returned. (3) The total number of Votes polled in each District. (4) The total number of Votes remaining unpolled. (5) The number of names on the Voters' List in each District. (6) The number of Ballot Papers sent out, and how disposed of in each Polling Sub-division. (7) The number of Tendered Ballots sent out. (8) The population of each District as shown by the last Census.

RETURN from the Records of the several Elections to the Legislative Assembly in the Electoral Districts of West Algoma, the North Riding of the County of Brant, Kingston, South Wentworth, and West Wellington, since the General Election of 1894, showing: (1) the number of Votes polled for each Candidate in each Electoral District. (2) The majority whereby each successful Candidate was returned. (3) The total number of Votes polled in each District. (4) The total number of Votes remaining unpolled. (5) The number of names on the Voters' List in each District. (6) The number of Ballot Papers, sent out, and how disposed of in each Polling Sub-division. (7) The number of Tendered Ballots sent out. (8) The population of each District as shown by the last Census.

Electoral District.	Names and Numbers of Polling Sub-divisions.	Names of Candidates and No. of Votes Polled for Each.		Voters in each Sub-division.			Ballot Papers sent out and how disposed of in each Sub-division.							Tendered Ballot Papers sent out and how disposed of in each Sub-division.			Population in each Constituency, as shown by last Census.
				Total No. of Votes Polled.	No. of Votes remaining Unpolled.	No. of Names on the Voters' List.	No. of Ballot Papers sent out to each Sub-division.	Used Ballot Papers.	Unused Ballot Papers.	Rejected Ballot Papers.	Spoiled Ballot Papers.	Ballot Papers given to Voters who afterwards declined to Vote.	Ballot Papers taken from Polling Places.	No. of Tendered Ballots sent out to each Sub-division.	Used.	Unused.	
		Conmee.	King.														
Algoma, W. R.... 29 Jan. 1895.	1 Schreiber.....	42	79	122	80	202	200	122	78	1	....	.....	.....	30	. .	30	....
	2 Rockport.....	10	9	19	16	35	50	19	31	....	...	....	.....	10	.....	10	.....
	3 Nepigon	18	13	31	16	47	51	31	19	....	....	.....	.....	10	.....	10	.....
	4 Port Arthur:																
	A, Ward 1..... .	103	81	187	139	326	300	187	113	1	2	.....	.....	20	.....	20	.....
	B, " 2.....	72	39	111	133	244	300	111	189	....	....	.....	.....	20	1	19	.....
	C, " 3.....	264—89	204—84	175	116	291	300	175	125	2	....	.....	.....	20	.....	20	. ..
	5 Shuniah	2	5	7	108	115	50	7	43	....	....	.....	.... .	10	.....	10	...
	6 Fort William:																
	A, Ward 1.....	58	49	109	54	163	200	109	91	2	....	.....	.....	20	.....	20	.....
	B, " 2.....	104	127	232	114	346	300	232	68	1	....	.....	.....	20	.....	20	.....
	C, " 3.....	37	21	58	32	90	200	58	142	....	....	.....	.. . .	20	....	20	.....
	D, " 4.....	236—37	218—21	58	19	77	200	58	142	....	....	.....	.....	20	....	20	.....
	7 Neebing	19	4	23	111	134	100	23	77	....	....	.....	.....	10	.....	10	.....
	8 Oliver:																
	A, Sec. 3, School..	13	7	20	169	189	200	20	180	....	....	.....	.....	20	.....	20	.....
	B, Murillo	64—51	35—28	79	110	189	200	79	121	....	....	.....	.....	20	.....	20	.....
	9 Silver Creek	17	2	19	6	25	50	19	31	....	....	.....	.....	10	.....	10	.....
	10 White Fish Station..	9	2	11	14	25	50	11	39	....	....	.... .	.... .	10	.....	10	.....
	11 St. Blair	10	.....	10	7	17	30	10	20	....	....	.....	.....	10	.....	10	.....
	12 Savanne	6	4	10	5	15	20	10	10	....	....	.....	.....	10	.....	10	.....

13 English River						20		20					10		*10	
14 Ignace	19	10	30	13	43	50	30	20	1				10		10	
15 Tache	7	4	11	4	15	20	11	9					10		10	
16 Barclay	6	10	17	3	20	20	17	3		1			10	1	9	
17 Vermillion Bay	10	9	19	7	26	30	19	11					10		10	
18 Hawk Lake	3	7	11	1	12	20	11	9	1				10		10	
19 Rat Portage:																
A, North Ward	90	103	194	211	405	300	194	106	1				20	2	18	
B, South "	147	138	289	221	510	350	289	61	4				20		20	
C, West "	90	26	117	139	256	250	117	133	1				20		2	
D, Court House	36	64	101	105	206	250	101	149	1				20	4	16	
E, Sulton Island	372 – 9	334 – 3	12	73	85	100	12	88					10		10	
20 Keewatin:																
A	40	40	81	59	140	200	81	119	1				10		10	
B	76 – 36	86 – 46	82	45	127	200	82	118					20	1	19	
21 Kalmer	7	5	12	3	15	20	12	8					10		10	
22 Worthington:																
A, Pine Ward	38	32	72	36	108	200	72	128	2				20		20	
B, Grassey River	4		5	103	108	100	5	95	1				10		10	
C, McGinnis	3	5	9	99	108	100	9	91	1				10		10	
D, Beaudro's	49 – 4	38 – 1	5	103	108	100	5	95					10		10	
23 Morley	33	16	49	16	65	100	49	51					10		10	
24 Emo	29	8	37	5	42	100	37	63					10		10	
25 Aylesworth	21	4	25	7	32	100	25	75					10		10	
26 Fort Francis:																
A, School House	53	15	69	68	137	200	69	131	1				10		10	
B, Crozier	15	6	21	116	137	100	21	79					10		10	
C, Macallum	69 – 1	23 – 2	3	134	137	100	3	97					10	6	4	
Totals	1,398 1,129	1,129	2,552	2,820	5,372	5,830	2,552	3,278	22	3			590	15	575	15,829
Majority for Conmee	269															

* No statement in poll book.

Brant, N. R 20 May, 1895		Burt by acclamation														11,406
Kingston 8 Oct. 1895.		Harty by acclamation														21,237

RETURN from the Records of the several Elections to the Legislative Assembly since 1894, etc.—*Continued.*

Electoral District.	Names and numbers of polling sub-divisions.	Names of Candidates and number of votes polled for each.		Voters in each sub-division.			Ballot papers sent out, and how disposed of in each sub-division.							Tendered ballot papers sent out and how disposed of in each subdivision.			Population in each Constituency, as shown by last Census.
				Total number of votes polled.	Number of votes remaining unpolled.	Number of names on the voters' lists.	Number of ballot papers sent out to each sub-division.	Used ballot papers.	Unused ballot papers.	Rejected ballot papers.	Spoiled ballot papers.	Ballot papers given to voters who afterwards declined to vote.	Ballot papers taken from polling places.	Number of tendered ballots sent out to each sub-division.	Used.	Unused.	
		Hon. W. Harty.	Ed. H. Smythe.														
Kingston. ..	*City of Kingston, No. 1	86	75	161	29	190	230	161	68	....	1	.....	.....	30	1	29	.....
28 Jan. 1895	2	131	76	208	37	245	300	207	91	1	1	.....	.....	30	.....	30	.....
	3	60	29	89	12	101	125	89	36	....	....	.....	.....	30	.....	30	.....
	4	96	65	161	19	180	220	161	57	....	2	.....	.....	30	.....	30	.....
	5	62	21	84	10	94	110	83	25	1	1	.....	.....	30	.....	30	.....
	6	53	46	99	7	106	130	99	30	....	1	.....	.....	30	.....	30	.....
	7	52	45	98	9	107	135	97	36	1	1	.....	.....	30	.....	30	.....
	8	128	126	255	16	271	330	254	73	1	2	.....	.....	30	.....	30	.....
	9	149	73	223	27	250	300	222	72	1	5	.....	.....	30	.....	30	.....
	9A	94	99	195	30	225	270	193	75	2	....	.....	.....	29	.....	29	.....
	10	139	114	256	37	293	350	253	94	3	....	.....	.....	30	.....	30	.....
	11	122	115	237	38	275	330	237	93	....	....	.....	.....	30	1	29	.....
	12	108	101	210	31	241	290	209	78	1	2	.....	.....	30	.....	30	.....
	12A	106	71	178	35	213	255	177	77	1	....	....	.....	30	.....	30	.....
	13	139	110	250	26	276	335	249	83	1	2	.....	.....	30	1	29	.....
	14	77	76	156	37	193	230	153	73	3	1	.....	.....	30	.....	30	.....
	14A	65	62	129	16	145	210	127	81	2	...	.....	.....	30	.....	30	.....
	15	116	103	220	31	251	300	219	78	1	2	.....	.....	30	1	29	.....
	15A	111	104	215	34	249	300	215	79	....	6	.....	.....	30	..	30	.....
	16	80	76	158	19	177	209	156	51	2	....	.....	.....	30	.....	30	.....
	16A	82	58	140	15	155	190	140	49	....	1	.....	.....	30	.....	30	.....
	17	105	135	243	35	278	335	240	91	3	1	.....	.....	30	.....	30	.....
	†Portsmouth Village....	121	70	192	22	214	260	191	67	1	1	.....	.....	30	.....	30	.....
	Totals..... ..	2,282	1,850	4,157	572	4,729	5,744	4,132	1,557	25	30	.....	.....	689	4	685	.....
		1,850															
	Majority for Hon. Wm. Harty.....	432															

* City of Kingston, 17,808, as per assessment for year 1895, made between July and October, 1894. † Village of Portsmouth, 834, as per assessment of year 1894.

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RETURN from the Records of the several Elections to the Legislative Assembly since 1894, etc.—*Continued.*

Electoral District.	Names and Numbers of Polling Sub divisions.	Names of Candidates and No. of Votes Polled for Each.		Voters in each Sub-division.			Ballot Papers sent out, and how disposed of in each Sub-division.							Tendered Ballot Papers sent out and how disposed of in each Sub division.			Population in each Constituency, as shown by the Census.
				Total No. of Votes Polled.	No. of Votes remaining Unpolled.	No. of names on the Voters' List.	No. of Ballot Papers sent out to each Sub-division.	Used Ballot Papers.	Unused Ballot Papers.	Rejected Ballot Papers.	Spoiled Ballot Papers.	Ballot Papers given to Voters who afterwards declined to Vote.	Ballot Papers taken from Polling Places.	No. of Tendered Ballots sent out to each Sub-division.	Used.	Unused.	
		Tucker.	Paterson.														
Wellington, W.R.—*Con.*	Clifford Village	43	88	131	32	163	200	131	69	....	....	.....	.....	25	.....	25	634
	Maryborough No. 1	82	26	109	40	149	200	109	115	....	1	.....	.....	25	.....	25	
	" " 2	48	92	140	18	158	200	140	60	....	....	.....	.....	25	.....	24	
	" " 3	74	95	170	35	205	200	170	30	1	....	.....	.....	25	.....	25	
	" " 4	31	35	66	25	91	200	66	134	....	....	.....	.....	25	.....	25	3,546
	" " 5	96	46	142	19	217	200	143	57	....	1	.....	.....	25	.....	25	
	" " 6	407—76	313—19	95	25	120	200	95	105	....	....	.....	.....	25	.....	25	
	Peel " 1	103	76	179	55	234	200	179	21	....	....	.....	.....	25	.....	25	
	" " 2	96	53	149	33	182	200	149	51	....	....	.....	.....	25	.....	25	
	" " 3	72	76	148	47	195	200	148	52	....	....	.....	.....	25	.....	25	
	" " 4	80	30	111	24	135	200	111	89	1	....	.....	.....	25	.....	25	4,253
	" " 5	113	48	162	35	197	200	164	62	1	1	.....	.....	25	.....	25	
	" " 6	555—91	313—30	121	47	168	200	121	79	....	....	.....	.....	25	.....	25	
	Drayton Village	68	125	194	41	235	200	196	4	1	2	.....	.....	25	2	23	793
	Totals	1,860 1,637	1,637	3,497	.....	.....	5,993	.....	.....	9	13	.....	.....	746	2	744	17,852
	Majority for Tucker	223															

(No. 42.)

Copy of an Order in Council directing the payment out of the Surplus Surrogate fees of $115 to His Honour Judge Doyle Presented to the Legislature 12th February, 1896. (*Not printed.*)

(No. 43.)

Copy of an Order in Council increasing the commutation paid to His Honour Judge Jones. Presented to the Legislature 12th February, 1896. (*Not printed.*)

(No. 44.)

Copy of an Order in Council directing the payment out of the Surplus Surrogate fees of $500 to His Honour Judge Mosgrove. Presented to the Legislature 12th February, 1886. (*Not printed.*)

(No. 45.)

Report of the Principal of the Upper Canada College shewing the present attendance of pupils, and also the statement of the Bursar for the year ending 30th June, 1895. Presented to the Legislature 12th February, 1896. (*Not printed.*)

(No. 46.)

Statement showing distribution of Revised and Sessional Statutes for the year 1895. Presented to the Legislature 12th February, 1896. (*Not printed.*)

(No. 47.)

Return to an Order of the House of the Eleventh day of March, 1895, for a Return shewing the names, occupations and post office addresses of the License Commissioners of the Province for the year 1891-92-93 and 1894. Presented to the Legislature 12th February, 1896. Mr. *Ryerson.* (*Not printed.*)

(No. 48.)

Return to an Order of the House for the Third day of April, 1895, for a Return shewing the number of prosecutions instituted by agents or detectives of the Medical Council during the year 1894, for violations of the Medical Act, shewing the names of such prosecutor, the names of those prosecuted, the prrticular offence with which they were charged, and the fine or imprisonment imposed upon those persons convicted. Presented to the Legislature 12th February, 1896. Mr. *Caven*. (*Not printed.*)

(No. 49.)

Return to an Order of the House of the Third day of April, 1895, for a Return of copies of all applications for the purchase of the water lot in front of lot No. 15 in the 8th Concession of the Township of Dysart, in the County of Haliburton, and of all plans, petitions and correspondence relating to the issue of a patent of such water lot. Presented to the Legislature 12th February, 1896. Mr. *Carnegie.* (*Not printed.*)

COPIES

OF

ORDERS IN COUNCIL

RELATING TO

EDUCATIONAL MATTERS

APPROVED OF DURING THE YEAR 1895.

Presented to the Legislative Assembly,

By Command,

J. M. GIBSON,

Secretary.

AGREEMENTS

WITH

THE EDUCATION DEPARTMENT.

COPY

OF AN ORDER IN COUNCIL APPROVED BY HIS HONOR THE LIEUTENANT-GOVERNOR THE 23RD DAY OF JULY, A.D. 1895.

Upon the recommendation of the Honorable the Minister of Education, the Committee of Council advise that Your Honor addrove of the accompanying agreement between John Ebenezer Bryant of the City of Toronto (in trust) and Her Majesty the Queen, represented by the Minister of Education for the Province of Ontario, respecting the publication of the "First Principles of Agriculture"

Certified,

(Sgd.) J. R. CARTWRIGHT,
Clerk Executive Council.

THIS INDENTURE made in duplicate this twenty-sixth day of June, in the year of our Lord one thousand eight hundred and ninety-five BETWEEN John Ebenezer Bryant, of the City of Toronto, Province of Ontario, (in trust), hereinafter called the Publisher, of the first part, and Her Majesty the Queen, represented herein by the Honorable the Minister of Education for the Province of Ontario, acting for the Education Department of Ontario, of the second part.

WHEREAS the publisher has made application to the Education Department of the Province of Ontario for the right to print and publish First Principles of Agriculture (Public School Agriculture) for use in the Public Schools of Ontario.

And Whereas the said Department of Education has approved of such application, and has agreed to grant the said publisher the right to print and publish the said First Principles of Agriculture, (public School Agriculture), hereafter called the Book, subject to the covenants and conditions hereinafter contained, and to the terms and conditions of the Regulations in that behalf of the said Department of Education.

Now Therefore This Indenture Witnesseth, that in consideration of the premises and of the sum of one dollar of lawful money of Canada, the receipt whereof is hereby acknowledged, the said publisher doth hereby covenant with Her Majesty the Queen, her successors and assigns in manner following, that is to say:

1. That the publisher shall from time to time and at all times observe, perform and fulfil in respect of the said book each and every of the terms and conditions of the Regulations of the said Education Department respecting the printing and publication of text books, and also the terms and conditions hereinafter contained, and that each and every copy of each and every edition of the said book for use in the Province of Ontario shall in every particular be printed and published by the publisher in strict conformity therewith.

2. And that the publisher shall submit or cause to be submitted to the Education Department sample copies of each and every edition of the said book to be hereafter printed and published, for sale or use in the Province of Ontario, for the approval of such Department as to the mechanical execution of the press-work, binding and all other mechanical parts of the work, and that without such approval having been first had and obtained, no copy of any edition thereof shall be sold or disposed of for use in the said Province of Ontario. And furthermore, in order to avoid causing loss to the said publisher arising from, or liable to arise from any edition of the said book not being approved of by the Education Department, owing to any serious defect or defects in any edition, and on that account condemned by the Education Department, and forbidden to be sold or issued to the schools or to the public, and also to more effectually protect the public, the said publisher shall submit or cause to be submitted to the Education Department for examination sample sheets of the different forms of the book about to be printed, and specimens of the ink, paper, millboard, strawboard, cloth, mull, tapes, and other material proposed to be used by said publisher in the printing and construction of the said book, together with a statement of the prices weight, size, and other particulars necessary to judge of the relative quality of the different materials used or proposed to be used; and the approval of the Education Department shall, before any work is proceeded with, be obtained in regard to the quality of the printing, and of the paper, and other material proposed to be used. And furthermore, after sanction has been given to the using of such material, or of such printing, presswork and binding, two sample copies at least of the book shall be submitted by said publisher bound and finished in all respects *as proposed to be issued* by the said publisher, and that without such approval first had and obtained, no work in regard to binding said book shall be proceeded with.

3. And that the paper to be used in each and every edition of the said book, and every copy thereof for use in the Province of Ontario shall be equal in quality to the sample prescribed by the said Education Department, to wit, of good quality, fifty-nine pounds to the ream of 500 sheets, measuring twenty-seven inches by thirty-six inches of good color and texture, and super calendered, or of such improved quality as may be required by the Education Department, provided the cost of the same shall not exceed the cost of the sample herein pre-

scribed, and no inferior quality of paper shall under any pretext whatsoever be used. The presswork and ink shall be first-class throughout, and shall be such as to produced together with the plates a clear and distinct impression; and the stitching and binding of each and every edition of the said book, and the material used therein shall be equal to the sample submitted to and approved of by the Education Department as aforesaid, to be full-bound in green cloth, covers to be embossed, and title printed in black on first and last pages. Sections to be 16 pages each, and each section to be thread or wire stitched to two tapes or strings, stitches and tapes on back of books to be covered with fine, strong, evenly made mull, extending to within one-half inch from top and bottom of books, and overlapping three-quarters of an inch on each side; over the mull a strong piece of paper or pressing to be glued. Both tapes and strings, and mull to be glued to covers. End papers to be pasted on separately from first and last sections and to be heavier than that used in books. Cloth for covers to be extra-finished, twilled and heavy. Each and every part of the bindings to be thoroughly done and durable. The maximum price not to exceed forty-cents per copy, and to be stamped on the cover, and no departure from such specifications shall be made without the sanction of the Education Department. And no copy of the said book which does not in all particulars comply with the foregoing provisions in regard to paper, presswork, typography, ink and binding shall be sold or disposed of for use in the Province of Ontario.

4. And that the said sample copies to be furnished as hereinbefore provided for shall remain on file in the said Education Department, and each and every copy of each and every edition published, shall in all respects be equal to the sample copy so furnished to and on file in the said Department.

5. And that in case the Minister of Education points out to the said publisher any defect or defects in the sample copies furnished to the said Department as aforesaid but not deemed by him of sufficient importance to cause him to withhold his approval from such edition, then in such case the said publisher shall in the next following edition or issue to that in which said defect shall have been pointed out, correct the same to the satisfaction of the said Department, but in case serious defects are pointed out by the Minister of Education to the publisher in any edition published by said publisher, and in case such edition is condemned by the Minister of Education as unfit for use in the schools or for sale to the public, the condemned edition shall be withdrawn from sale for use in the Province of Ontario, and shall, if required by the Minister of Education, be delivered by the said published into the custody of the Education Department, unless an arrangement satisfactory to the Minister be made for culling out any defective portion or portions, or the matter is in some other way adjusted.

6. And that the said book shall be of the size following: It shall contain 256 pages, with letterpress 3 inches wide by 5¼ inches in length with full margins; covers to measure at least 4¼ inches by 6¾ inches. And that the said book shall be sold at retail prices not exceeding the following: Forty cents per copy.

7. And that in order it may be the more easily recognized and ascertained that each and every copy of each and every edition of the said book to be published and in use in the said Province of Ontario is not only authorized but approved as to its mechanical execution, contents and otherwise, by the said Education Department, the publisher shall cause to be printed upon the title page of each and every copy of each and every edition of the said book the name of the firm by which such book is published, and the words "*Authorized*

by the Education Department for Ontario," or words to that effect, or shall place upon the title page or cover of each copy of the said book the official stamp of the Education Department.

8. And that the retail price of each and every copy of each and every edition of the said book shall be printed on the cover or title page thereof. No advertisements of any kind shall appear in any of the said books, or upon the covers of the said books, except such as are approved by the Education Department.

9. And that for the better securing the retail sale of the said book at a price not exceeding that above set forth as the maximum retail price, the publisher shall make the sale to any purchaser buying quantities of such book of one dozen and upwards at one time at prices at least twenty-five per cent. lower than the said prescribed retail prices on the usual terms of sale, and that to purchasers of the said book in lots of the sale value of one hundred and fifteen dollars and twenty cents, computed at the said *retail* prices, the said publisher shall make a reduction of ten per cent in the price thereof, and in lots of the sale value of eleven hundred and fifty-two dollars, computed at the said *retail* prices, the said publisher shall make a further reduction of five per cent. in the price thereof, and that the said publisher shall and will from time to time and at all times keep on hand a sufficient quantity of copies of the said book to supply all demands of the public and trade therefor.

10. And that the Minister of Education, or any person by him appointed in writing for that purpose, shall, and may from time to time, and at any time during business hours enter the warehouse and all other business premises or any part thereof of the publisher, for the purpose of inspecting any and every edition or issue of such authorized book and every copy thereof, and shall have a right to take sample sheets or other samples of material or sample copies of said books for the purpose of examination, whenever he thinks proper so to do.

11. And that in case the said Education Department shall at any time consider that the retail price and scale of discounts heretofore mentioned of the said book should be reduced, the Minister of Education may arrange, as in his discretion he deems proper, after hearing the statements of the publisher, a reduced price and sale of discounts. Provided always that the said reduced retail price and reduced sale of discounts shall allow to the said publisher, in the opinion of the Minister of Education, a fair margin of profit, consideration being duly taken of the original cost of preparing the book, the authors' royalties, the cost of publishing an edition and the current sales, and provided that the change in prices aforesaid shall not take effect until six months after notice in writing has been given to the publisher by the Education Department.

12. And that the said publisher will not print or publish, nor cause nor authorize to be printed or published, nor be in any way accessory to the printing or publishing of any edition or copy or copies of the said book in the United States or anywhere else without the limits of the Province of Ontario, to be sold within the said Province of Ontario.

13. And that the publisher shall not in any way, without the express consent in writing of the Minister of Education, acting on behalf of the Education Department, assign any right conferred upon such publisher by this indenture, and in case the publisher or any other person entitled to any right by virtue of this indenture shall assign the same to any other person without the said con-

sent, the right of the publisher, or such other person under this indenture, shall, at the discretion of the Education Department, thereupon cease and become forfeit and absolutely at an end.

14. And that upon the Minister of Education giving to the said publisher six months' notice, the Education Department may require the alteration of the contents of the said book, and may alter any of the specifications hereinbefore contained, provided the publishing is not thereby made more expensive; but that no change shall be made by the publisher in the contents of the said book, nor any addition thereto, nor any omission therefrom, nor any notes or appendices thereto, nor any other change in the subject matter thereof, without the consent in writing of the said Education Department first had and obtained. The notice hereinbefore provided for may be given by publication thereof in two issues of any newspaper published in the city of Toronto and in *The Ontario Gazette*, or by delivery of the same to the said publisher.

15. Provided always, however, that any other publisher may be permitted to publish the said book at any time, by permission to be obtained from the Department of Education for Ontario, subject to the payment to the publisher of a sum at least one-half of the preliminary expenses of publication, as may be determined by the Minister of Education, on evidence duly taken as to the whole expense of the publisher in the preparation of the book, and in the event of such transfer, securing to the said publisher the payment of a royalty of ten per cent. on all copies of the said book sold, as indemnification for author's royalty.

16. And the publisher hereby agree that if the publisher or any of them (if more persons than one are of the first part hereto) deliberately disregard the terms of this indenture, or fail to carry out the same in a matter of substance, the publisher shall absolutely forfeit all his or their rights under this indenture, and the Minister of Education may apply to any Division of the High Court of Justice for Ontario to restrain the publisher from further printing, publishing or selling any copies of the said book.

17. Provided and it is hereby expressly agreed that no edition or copy of the said book shall be printed or published by the publisher until the publisher shall have executed these presents, and shall have executed to Her Majesty the Queen a bond in the penal sum of five thousand dollars, with two sureties approved by the Minister of Education, each bound in the sum of two thousand five hundred dollars, conditioned for the due observance and fulfilment by the publisher of all the terms, conditions, clauses, agreements, obligations and covenants herein contained, and also of the regulations of the Education Department from time to time in force respecting text books for use in the Public Schools.

18. It is hereby expressly declared and agreed that the Minister of Education may, on giving the publisher one year's notice in writing, terminate this indenture at any time after the expiration of five years from the date hereof, but this provision shall not affect the right of the party of the second part to rescind and declare forfeited this indenture as otherwise hereinbefore provided for.

19. To prevent any possibility of misapprehension, it is hereby expressly declared and agreed that in case there are more persons than one named as *of the first part* hereto, the breach by any one of such persons of any covenant, term or condition herein contained, whether such covenant, term or condition is affirmative or negative, shall be a breach for which all such persons shall be liable. It is also understood and agreed between the parties hereto that this indenture contains the whole agreement with respect to the publication of the said book and that the same is not and has not been and cannot be altered or varied by any verbal statements or explanations made between or by any of the parties hereto.

20. And that should any difference of opinion arise between the parties hereto as to the construction to be put upon any of the terms, conditions and agreements herein contained, the same shall be determined by the Attorney-General of Ontario, after giving the parties hereto an opportunity of presenting their views, in person or by counsel, and such determination by the said Attorney-General shall be final and conclusive and binding upon the parties to this indenture.

21. It is understood and agreed between the parties hereto that this indenture is entered into subject to the approval of His Honor the Lieutenant-Governor of the Province of Ontario in Council.

22. It is understood and agreed by the party hereto of the first part that the powers which the Minister of Education has the right to exercise under paragraphs 11 and 15 of this indenture may, at the option of the said Minister, be exercised by any judge of a County Court or other official referee holding the office or appointed thereto under the 124th section of the Judicature Act, and to be selected and named by the said Minister from time to time as there is occasion for the purposes of this indenture, and the said judge or referee shall, for the purpose of doing complete justice in the premises, try such issues and settle such questions as the said Minister shall submit. But nothing herein contained shall be understood to affect or impair any other right or powers which are herein reserved to the said Minister of Education in any other paragraph of this indenture.

In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of } (Signed) J. E. BRYANT. [Seal.]

(Signed) H. M. Wilkinson. } (Signed) GEO. W. ROSS. [Seal.]

COPY OF A MINUTE OF THE DEPARTMENT OF EDUCATION, DATED THE 6th DAY OF AUGUST, A.D. 1895.

Upon the recommendation of a report of the Honorable the Minister of Education, dated the 5th day of August, A.D. 1895, the Department of Education doth hereby make the following appointments:—

1. William Brick to the staff of the Ottawa Model School, in the place of Thomas Swift, resigned, at an initial salary of one thousand dollars ($1,000).

2. Miss Florence Hanington, assistant teacher, in place of Miss Margaret Mills, resigned, at a salary of six hundred and fifty dollars ($650).

3. Miss H. Sophia Williams, in place of Miss Frances Sutherland, at an initial salary of six hundred and fifty dollars ($650).

Certified,

(Sgd.) J. LONSDALE CAPREOL,
Asst. Clerk Executive Council.

COPY OF A MINUTE OF THE DEPARTMENT OF EDUCATION, DATED THE 6TH DAY OF AUGUST, A.D. 1895.

Upon consideration of a report of the Honorable the Minister of Education, dated the 6th day of August, A.D. 1895, the Department of Education doth hereby approve of the following regulation with regard to supplementary text books in Public Schools:—

"When text books are provided for the pupils of any city, town or incorporated village, either by fees collected from the pupils or by assessment, the trustees may, by resolution, subject to the approval of the Minister of Education, adopt supplementary text books in any of the subjects of the Public School course; but such text books shall not be deemed to be authorized for use in the other schools of the province.

Certified,

(Sgd.) J. LONSDALE CAPREOL,
Asst. Clerk Executive Council.

COPY OF AN ORDER IN COUNCIL APPROVED BY HIS HONOR THE LIEUTENAT-GOVERNOR THE 15TH DAY OF AUGUST, A.D. 1895.

Upon the recommendation of the Honorable the Minister of Education the Committee of Council advise that the accompanying agreements with respect to (*a*) The High School Physical Science, Part I.; (*b*) High School Chemistry; (*c*) Composition from Models for use in High Schools; (*d*) High School Botanical Note Book, Part I.: be approved of by Your Honor.

Certified,

(Sgd.) J. LONSDALE CAPREOL,
Asst. Clerk Executive Council.

THIS INDENTURE made in duplicate this twelfth day of August, in the year of our Lord one thousand eight hundred and ninety-five, BETWEEN The Copp Clark Company (Limited), of the City of Toronto, Province of Ontario, hereinafter called the publishers, of the first part, and Her Majesty the Queen, represented herein by the Honorable the Minister of Education for the Province of Ontario, acting for the Education Department of Ontario, of the second part.

WHEREAS the publishers have made application to the Education Department of the Province of Ontario for the right to print and publish The High School Physical Science, Part I., by F. W. Merchant and C. Fessenden for use in the High Schools of Ontario; AND WHEREAS the said Department of Education has approved of such application, and has agreed to grant the said publishers the right to print and publish the said High School Physical Science, Part I., by F. W. Merchant and C. Fessenden, hereinafter called the BOOK, subject to the covenants and conditions hereinafter contained, and to the terms and conditions of the regulations in that behalf of the said Department of Education.

NOW THEREFORE THIS INDENTURE WITNESSETH, that in consideration of the premises and of the sum of one dollar of lawful money of Canada, the receipt whereof is hereby acknowledged, the said publishers do hereby covenant with Her Majesty the Queen, her successors and assigns in manner following, that is to say:—

1. That the publishers shall from time to time and at all times observe, perform and fulfil in respect of the said book each and every of the terms and conditions of the regulations of the said Education Department respecting the printing and publication of text books, and also the terms and conditions hereinafter contained and that each and every copy of each and every edition of the said book for use in the Province of Ontario shall in every particular be printed and published by the publishers in strict conformity therewith.

2. And that the publishers shall submit or cause to be submitted to the said Education Department sample copies of each and every edition of the said book to be hereafter printed and published, for sale or use in the Province of Ontario, for the approval of such department as to the mechanical execution of the presswork, binding and all other mechanical parts of the work, and that without such approval having been first had and obtained, no copy of any edition thereof shall be sold or disposed of for use in the said Province of Ontario. And furthermore, in order to avoid causing loss to the said publishers arising from, or liable to arise from, any edition of the said book not being approved of by the Education Department, owing to any serious defect or defects in any edition, and on that account condemned by the Education Department, and forbidden to be sold or issued to the schools or to the public, and also to more effectually protect the public, the said publishers shall submit or cause to be submitted to the Education Department for examination sample sheets of the different forms of the book about to be printed, and specimens of the ink, paper, millboard, strawboard, cloth, mull, tapes and other material proposed to be used by said publishers in the printing and construction of the said book, together with a statement of the prices, weight, size, and other particulars necessary to judge of the relative quality of the different materials used or proposed to be used; and the approval of the Education Department shall, before any work is proceeded with, be obtained in regard to the quality of the printing, and of the paper and other material proposed to be used. And furthermore, after sanction has been given to the using of such material, or of such printing, presswork and binding, two sample copies at least of the book shall be submitted by said publishers bound and finished in all respects *as proposed to be issued* by the said publishers, and that without such approval first had and obtained, no work in regard to binding said book shall be proceeded with.

3. And that the paper to be used in each and every edition of the said book, and every copy thereof for use in the Province of Ontario shall be equal in quality to the sample prescribed by the said Education Department, to wit, of good quality, seventy-two pounds to the ream of 512 sheets, measuring thirty inches by forty inches, of good color and texture and finish, or of such increased weight and improved quality as may be required by the Education Department, provided the cost of the same shall not exceed the cost of the sample herein prescribed, and no inferior quality of paper shall under any pretext whatsoever be used. The presswork and ink shall be first-class throughout, and shall be such as to produce together with the plates a clear and distinct impression; and the stitching and binding of each and every edition of the said book, and the material used therein shall be equal to the sample submitted to and approved of by the Education Department as aforesaid, to be full bound in twilled cloth and em-

bossed in black on first page, sections to be sixteen pages each and each section to be wire-stitched to fine, strong, evenly made mull, extending to within one-half inch from top and bottom of books and overlapping one inch on each side; over the mull a strong piece of paper or pressing to be glued. End papers to be the same as that used in books; cloth for covers to be extra finished, twilled and heavy. Each and every part of the binding to be thoroughly done and durable. The maximum price not to exceed fifty cents and to be stamped on the cover. At the option of the party of the second part, the book shall be sewed with thread in a satisfactory manner, if the wire binding shall be found to be defective and unsatisfactory, six months notice being given in this case, and no departure from such specification shall be made without the sanction of the Education Department. And no copy of the said book which does not in all particulars comply with the foregoing provisions in regard to paper, presswork, typography, ink and binding shall be sold or disposed of for use in the Province of Ontario.

4. And that the said sample copies to be furnished as hereinbefore provided for shall remain on file in the said Education Department, and each and every copy of each and every edition published, shall in all respects be equal to the sample copy so furnished to and on file in the said Department.

5. And that in case the Minister of Education points out to the said publishers any defect or defects in the sample copies furnished to the said depart-partment as aforesaid, but not deemed by him of sufficient importance to cause him to withhold his approval from such edition, then in such case the said publishers shall in the next following edition or issue to that in which said defect shall have been pointed out, correct the same to the satisfaction of the said department, but in case serious defects are pointed out by the Minister of Education to the publishers in any edition published by said publishers, and in case such edition is condemned by the Minister of Education as unfit for use in the schools or for sale to the public, the condemned edition shall be withdrawn from sale for use in the Province of Ontario, and shall, if required by the Minister of Education, be delivered by the said publishers into the custody of the Education Department, unless an arrangement satisfactory to the Minister be made for culling out any defective portion or portions, or the matter is in some other way adjusted.

6. And that the said book shall be of the size following, that is to say: it shall be uniform in size with the Ontario Readers, and shall contain 220 pages, exclusive of end papers; and that the said book shall be sold at retail prices not exceeding the following: fifty cents per copy.

7. And that in order it may be the more easily recognized and ascertained that each and every copy of each and every edition of the said book to be published and in use in the said Province of Ontario is not only authorized but approved as to its mechanical execution, contents, and otherwise, by the said Education Department, the Publisher shall cause to be printed upon the title page of each and every copy of each and every edition of the said book the name of the firm by which such book is published, and the words "*Authorized by the Education Department for Ontario*," or words to that effect, or shall place upon the title page or cover of each copy of the said book the official stamp of the Education Department.

8. And that the retail price of each and every copy of each and every edition of the said book shall be printed on the cover or title page thereof. No advertisements of any kind shall appear in any of the said books, or upon the covers of the said books, except such as are approved by the Education Department

9. And that for the better securing the retail sale of the said book at a price not exceeding that above set forth as the maximum retail price, the publishers shall make the sale to any purchaser buying quantities of such book of one dozen and upwards at one time at prices at least twenty-five per cent. lower than the said prescribed retail prices, and that to purchasers of the said book in lots of the sale value of twenty-two dollars, computed at the said *retail* prices, the said publishers shall make a reduction of twenty-five and five per cent. in the price thereof, and in lots of the sale value of two hundred and fifty dollars, computed at the said *retail* prices, the said publishers shall make a reduction of twenty-five and five per cent. in the price thereof, and that the said publishers shall and will from time to time and at all times keep on hand a sufficient quantity of copies of the said book to supply all demands of the public and trade therefor.

10. And that the Minister of Education, or any person by him appointed in writing for that purpose, shall and may from time to time and at any time during business hours enter the warehouse and all other business premises or any part thereof of the publishers, for the purpose of inspecting any and every edition or issue of such authorized book and every copy thereof, and shall have a right to take sample sheets or other samples of material or sample copies of said books for the purpose of examination, whenever he thinks proper so to do.

11. And that in case the said Education Department shall at any time after the expiration of three years, consider that the retail price and scale of discounts heretofore mentioned of the said book should be reduced, the Minister of Education may arrange, as in his discretion he deems proper, after hearing the statements of the publishers, a reduced retail price and scale of discounts. Provided always that the said reduced retail price and reduced scale of discounts shall allow to the said publishers, in the opinion of the Minister of Education, a fair margin of profit, consideration being duly taken of the original cost of preparing the book, the authors' royalties, the cost of publishing an edition, and the current sales, and provided that the change in prices aforesaid shall not take effect until six months after notice in writing has been given to the publishers by the Education Department.

12. And that the said publishers will not print or publish, nor cause nor authorize to be printed or published, nor be in any way accessory to the printing or publishing of any edition or copy or copies of the said book in the United States or anywhere else within the limits of the Province of Ontario, to be sold within the said Province of Ontario.

13. And that the publishers shall not in any way, without the express consent in writing of the Minister of Education acting on behalf of the Education Department, assign any right conferred upon such publishers by this indenture, and in case the publishers or any other person entitled to any right by virtue of this indenture shall assign the same to any other person without the said consent the right of the publishers or such other person under this indenture shall at the discretion of the Education Department thereupon cease and become forfeit and absolutely at an end.

14. And that upon the Minister of Education giving to the said publishers six months' notice, the Education Department may require the alteration of the contents of the said book, and may alter any of the specifications hereinbefore contained, provided the publishing is not thereby made more expensive; but that no change shall be made by the publishers in the contents of the said book, nor any addition thereto, nor any omission therefrom, nor any notes or appendices thereto, nor any other change in the subject matter thereof, without the consent

in writing of the said Education Department first had and obtained. The notice hereinbefore provided for may be given by publication thereof in two issues of any newspaper published in the city of Toronto and in *The Ontario Gazette*, or by delivery of the same to the said publishers.

15. And that the publishers shall have for three years from the first day of October in the year of our Lord one thousand eight hundred and ninety-five the sole right to print and publish within the said Province of Ontario, and Dominion of Canada, the said book. Provided always, however, that any other publishers may be permitted to publish the said book at any time after the expiration of the said period, by permission to be obtained from the Department of Education for Ontario, subject to authors' royalties, share of original cost of production, and such terms and conditions as the Minister of Education in his discretion may deem expedient.

16. And the publishers hereby agree that if the publishers or any of them (if more persons than one are of the first part hereto) deliberately disregard the terms of this indenture, or fail to carry out the same in a matter of substance, the publishers shall absolutely forfeit all his or their rights under this indenture, and the Minister of Education may apply to any division of the High Court of Justice for Ontario to restrain the publishers from further printing, publishing or selling any copies of the said book.

17. Provided and it is hereby expressly agreed that no edition or copy of the said book shall be printed or published by the publishers until the publishers shall have executed these presents and shall have executed to Her Majesty the Queen a bond in the penal sum of two thousand dollars, with two sureties approved by the Minister of Education, each bond in the sum of one thousand dollars, conditioned for the due observance and fulfilment by the publishers of all the terms, conditions, clauses, agreements, obligations and covenants herein contained, and also of the regulations of the Education Department from time to time in force respecting text-books for use in the Public Schools.

18. It is hereby expressly declared and agreed that the Minister of Education may, on giving the publishers one year's notice in writing, terminate this indenture at any time after the expiration of five years from the date hereof, but this provision shall not affect the right of the party of the second part to rescind and declare forfeited this indenture as otherwise hereinbefore provided for.

19. To prevent any possibility of misapprehension, it is hereby expressly declared and agreed that in case there are more persons than one named as *of the first part* hereto, the breach by any one of such persons of any covenant, term or condition herein contained, whether such covenant, term or condition is affirmative or negative, shall be a breach for which all such persons shall be liable. It is also understood and agreed between the parties hereto that this indenture contains the whole agreement with respect to the publication of the said book, and that the same is not and has not been and cannot be altered or varied by any verbal statements or explanations made between or by any of the parties hereto.

20. And that should any difference of opinion arise between the parties hereto as to the construction to be put upon any of the terms, conditions and agreements herein contained, the same shall be determined by the Attorney-General of Ontario, after giving the parties hereto an opportunity of presenting their views, in person or by counsel, and such determination by the said Attorney-General shall be final and conclusive and binding upon the parties to this indenture.

21. It is understood and agreed between the parties hereto that this indenture is entered into subject to the approval of His Honor the Lieutenant-Governor of the Province of Ontario in Council.

22. It is understood and agreed by the party hereto of the first part that the powers which the Minister of Education has the right to exercise under paragraphs 11 and 15 of this indenture may, at the option of the said Minister, be exercised by any judge of a County Court or other official referee holding the office or appointed thereto under the 124th section of the Judicature Act, and to be selected and named by the said Minister from time to time as there is occasion for the purposes of this indenture, and the said judge or referee shall, for the purpose of doing complete justice in the premises, try such issues and settle such questions as the said Minister shall submit. But nothing herein contained shall be understood to affect or impair any other right or powers which are herein reserved to the said Minister of Education in any other paragraph of this indenture.

23. And that in the event of any other publisher being permitted to publish the said book under clause 15 of this agreement the party of the second part will not grant such permission to publish as aforesaid until such other publisher has entered into sufficient bonds and securities, as the Minister of Education may deem expedient, for the payment of author's royalties and the protection of the parties of the first part.

In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of
(Signed)
Clarence A. Day, as to the Copp Clark Co., Ltd.
(Signed)
H. M. Wilkinson, as to signature of Geo. W. Ross.

(Signed)
THE COPP CLARK COMPANY,
(LIMITED.) [SEAL.]
A. W. THOMAS, Secretary.

(Signed) GEO. W. ROSS. [SEAL.]

This Indenture made in duplicate this first day of October, in the year of our Lord, one thousand, eight hundred and ninety-five, Between The Educational Book Company of the City of Toronto, Province of Ontario, hereinafter called the Publishers, of the First Part, and Her Majesty the Queen, represented herein by the Honorable the Minister of Education for the Province of Ontario, acting for the Education Department of Ontario, of the second part.

Whereas the publishers have made application to the Education Department of the Province of Ontario for the right to print and publish the High School Botanical Note Book, Part II., by H. B. Spotton, M.A., F.L.S., for use in the High Schools of Ontario.

And Whereas the said Department of Education has approved of such application, and has agreed to grant the said publishers the right to print and publish the said High School Botanical Note Book, Part II., by H. B. Spotton, M.A., F.L.S., hereinafter called the Book, subject to the covenants and conditions hereinafter contained, and to the terms and conditions of the regulations in that behalf of the said Department of Education.

Now Therefore This Indenture Witnesseth, that in consideration of the premises and the sum of one dollar of lawful money of Canada, the receipt

whereof is hereby acknowledged, the said publishers do hereby covenant with Her Majesty the Queen, her successors and assigns in manner following, that is to say :

1. That the publishers shall from time to time and at all times observe, perform and fulfil in respect of the said book each and every of the terms and conditions of the regulations of the said Education Department respecting the printing and publication of text books, and also the terms and conditions hereinafter contained, and that each and every copy of each and every edition of the said book for use in the Province of Ontario shall in every particular be printed and published by the publishers in strict conformity therewith.

2 And that the publishers shall submit or cause to be submitted to the said Education Department sample copies of each and every edition of the said book to be hereafter printed and published, for sale or use in the Province of Ontario, for the approval of such Department as to the mechanical execution of the presswork, binding and all other mechanical parts of the work, and that without such approval having been first had and obtained, no copy of any edition thereof shall be sold or disposed of for use in the said Province of Ontario. And furthermore, in order to avoid causing loss to the said publishers arising from, or liable to arise from, any edition of the said book not being approved of by the Education Department, owing to any serious defect or defects in any edition, and on that account condemned by the Education Department, and forbidden to be sold or issued to the schools or to the public, and also to more effectually protect the public, the said publishers shall submit or cause to be submitted to the Education Department for examination sample sheets of the different forms of the book about to be printed, and specimens of the ink, paper, millboard, strawboard, cloth, mull, tapes, and other material proposed to be used by said publishers in the printing and construction of the said book, together with a statement of the prices, weight, size, and other particulars necessary to judge of the relative quality of the different materials used or proposed to be used ; and the approval of the Education Department shall, before any work is proceeded with, be obtained in regard to the quality of the printing, and of the paper, and other material proposed to be used. And furthermore, after sanction has been given to the using of such material, or of such printing, presswork and binding, two sample copies at least of the book shall be submitted by said publishers, bound and finished in all respects as proposed to be issued by the said publishers, and that without such approval first had and obtained, no work in regard to binding said book shall be proceeded with.

3. And that the paper to be used in each and every edition of the said book, and every copy thereof for use in the Province of Ontario shall be equal in quality to the sample prescribed by the said Education Department, to wit. of good quality, seventy pounds to the ream of 500 sheets, measuring thirty inches by forty inches of good color and texture, and super calendered, or of such increased weight and improved quality as may be required by the Education Department, provided the cost of the same shall not exceed the cost of the sample herein prescribed, and no inferior quality of paper shall under any pretext whatsoever be used. The presswork and ink shall be first-class throughout, and shall be such as to produce together with the plates a clear and distinct impression ; and the stitching and binding of each and every edition of the said book, and the material used therein shall be equal to the sample submitted to and approved of by the Education Department as aforesaid, to be bound in press boards, covered with paper side, and cloth back, and lined with waste leaf. Name of book printed in black on outside of front cover. Sections to be six-

teen pages each, and each section to be wire-stitched to fine, strong, evenly made mull, extending to within one-half inch from top and bottom of the book, and overlapping one inch on each side. Over the mull a strong piece of paper to be glued, and the book strongly attached to covers. End papers to be heavier than used in book. Each and every part of the binding to be thoroughly done and durable. The maximum price not to exceed sixty cents, and to be printed on the cover. At the option of the Minister of Education, the book shall be thread sewed if the wire stitching should prove unsatisfactory, six months' notice being required in case of a change, and no departure from such specification shall be made without the sanction of the Education Department And no copy of the said book which does not in all particulars comply with the foregoing provisions in regard to paper, presswork, typography, ink and binding shall be sold or disposed of for use in the Province of Ontario.

4. And that the said sample copies to be furnished as hereinbefore provided for shall remain on file in the said Education Department, and each and every copy of each and every edition published, shall in all respects be equal to the sample copy so furnished to and on file in the said Department.

5. And that in case the Minister of Education points out to the said publishers any defect or defects in the sample copies furnished to the said Department as aforesaid, but not deemed by him of sufficient importance to cause him to withhold his approval from such edition, then in such case the said publishers shall in the next following edition or issue to that in which said defect shall have been pointed out, correct the same to the satisfaction of the said Department, but in case serious defects are pointed out by the Minister of Education to the publishers in any edition published by said publishers, and in case such edition is condemned by the Minister of Education as unfit for use in the schools or for sale to the public, the condemned edition shall be withdrawn from sale for use in the Province of Ontario, and shall, if required by the Minister of Education, be delivered by the said publishers into the custody of the Education Department, unless an arrangement satisfactory to the Minister be made for culling out any defective portion or portions, or the matter is in some other way adjusted.

6. And that the said book shall be of the size following, that is to say: It shall measure nine and three-quarter inches by seven and three-eighths inches, and shall contain 216 pages exclusive of waste leaves. And that the said book shall be sold at retail prices not exceeding the following: sixty cents per copy.

7. And that in order it may be the more easily recognized and ascertained that each and every copy of each and every edition of the said book to be published and in use in the said Province of Ontario is not only authorized but approved as to its mechanical execution, contents, and otherwise, by the said Education Department, the publishers shall cause to be printed upon the title page of each and every copy of each and every edition of the said book the name of the firm by which such book is published, and the words "authorized by the Education Department of Ontario," or words to that effect, or shall place upon the title page or cover of each copy of the said book the official stamp of the Education Department.

8. And that the retail price of each and every copy of each and every edition of the said book shall be printed on the cover or title page thereof. No advertisements of any kind shall appear in any of the said books, or upon the covers of the said books, except such as are approved by the Education Department.

9. And that for the better securing the retail sale of the said book at a price not exceeding that above set forth as the maximum retail price, the publishers shall make the sale to any purchaser buying quantities of such book of one dozen and upwards at one time at prices at least twenty-five per cent. lower than the said prescribed retail prices on the usual terms of sale, and that to purchasers of the said book in lots of the sale value of eighty-six dollars and forty cents, computed at the said retail prices, the said publishers shall make a reduction of twenty-five and five per cent. in the price thereof, and in lots of the sale value of two hundred and fifty dollars, computed at the said retail prices, the said publishers shall make a reduction of twenty-five and five per cent. in the price thereof, and that the said publishers shall and will from time to time and at all times keep on hand a sufficient quantity of copies of the said book to supply all demands of the public and trade therefor.

10. And that the Minister of Education, or any person by him appointed in writing for that purpose, shall and may from time to time and at any time during business hours enter the warehouse and all other business premises or any part thereof of the publishers, for the purpose of inspecting any and every edition or issue of such authorized book and every copy thereof, and shall have a right to take sample sheets or other samples of material or sample copies of said books for the purpose of examination, whenever he thinks proper so to do.

11. And that in case the said Education Department shall at any time after the expiration of three years, consider that the retail price and scale of discounts heretofore mentioned of the said book should be reduced, the Minister of Education may arrange, as in his discretion he deems proper, after hearing the statements of the publishers, a reduced retail price and scale of discounts. Provided always that the said reduced retail price and reduced scale of discounts shall allow to the said publishers, in the opinion of the Minister of Education, a fair margin of profit, consideration being duly taken of the original cost of preparing the book, the author's royalties, the cost of publishing an edition, and the current sales, and provided that the change in prices aforesaid shall not take effect until six months after notice in writing has been given to the publishers by the Education Department.

12. And that the said publishers will not print or publish, nor cause nor authorize to be printed or published, nor be in any way accessory to the printing or publishing of any edition or copy or copies of the said book in the United States or anywhere else without the limits of the Province of Ontario, to be sold within the said Province of Ontario.

13. And that the publishers shall not in any way, without the express consent in writing of the Minister of Education acting on behalf of the Education Department, assign any right conferred upon such publishers by this indenture, and in case the publishers or any other person entitled to any right by virtue of this indenture shall assign the same to any other person without the said consent the right of the publishers or such other person under this indenture shall, at the discretion of the Education Department, thereupon cease and become forfeit and absolutely at an end.

14. And that upon the Minister of Education giving to the said publishers six months' notice, the Education Department may require the alteration of the contents of the said book, and may alter any of the specifications hereinbefore contained, provided the publishing is not thereby made more expensive; but that no change shall be made by the publishers in the contents of the said book, nor any addition thereto, nor any omission therefrom, nor any notes or appendices thereto, nor any other change in the subject matter thereof, without the consent

in writing of the said Education Department first had and obtained. The notice hereinbefore provided for may be given by publication thereof in two issues of any newspaper published in the city of Toronto, and in *The Ontario Gazette*, or by delivery of the same to the said publishers.

15. And that the publishers shall have for three years from the first day of October, in the year of our Lord one thousand eight hundred and ninety-five, the sole right to print and publish within the said Province of Ontario, and Dominion of Canada, the said book. Provided always, however, that any other publisher may be permitted to publish the said book at any time after the expiration of the said period, by permission to be obtained from the Department of Education for Ontario, subject to author's royalties, share of original cost of production, and such terms and conditions as the Minister of Education, in his discretion, may deem expedient.

16. And the publishers hereby agree that if the publishers, or any of them (if more persons than one are of the first part hereto) deliberately disregard the terms of this indenture, or fail to carry out the same in a matter of substance, the publishers shall absolutely forfeit all his or their rights under this indenture, and the Minister of Education may apply to any Division of the High Court of Justice for Ontario to restrain the publishers from further printing, publishing or selling any copies of the said book.

17. Provided and it is hereby expressly agreed that no edition or copy of the said book shall be printed or published by the publishers until the publishers shall have executed these presents, and shall have executed to Her Majesty the Queen a bond in the penal sum of two thousand dollars, with two sureties approved by the Minister of Education, each bound in the sum of one thousand dollars, conditioned for the due observance and fulfilment by the publishers of all the terms, conditions, clauses, agreements, obligations and covenants herein contained, and also of the Regulations of the Education Department from time to time in force respecting text-books for use in the public schools.

18. It is hereby expressly declared and agreed that the Minister of Education may, on giving the publishers one year's notice in writing, terminate this indenture at any time after the expiration of five years from the date hereof, but this provision shall not affect the right of the party of the second part to rescind and declare forfeited this indenture as otherwise hereinbefore provided for.

19. To prevent any possibility of misapprehension, it is hereby expressly declared and agreed that in case there are more persons than one named as of the first part hereto, the breach by any one of such persons of any covenant, term or condition herein contained, whether such covenant, term or condition is affirmative or negative, shall be a breach for which all such persons shall be liable. It is also understood and agreed between the parties hereto, that this indenture contains the whole agreement with respect to the publication of the said book, and that the same is not and has not been and cannot be altered or varied by any verbal statements or explanations made between or by any of the parties hereto.

20. And that should any difference of opinion arise between the parties hereto as to the construction to be put upon any of the terms, conditions and agreements herein contained, the same shall be determined by the Attorney-General of Ontario, after giving the parties hereto an opportunity of presenting their views, in person or by counsel, and such determination by the said Attorney-General shall be final and conclusive and binding upon the parties to this indenture.

21. It is understood and agreed between the parties hereto that this indenture is entered into subject to the approval of His Honor the Lieutenant-Governor of the Province of Ontario in Council.

22. It is understood and agreed by the party hereto of the first part that the powers which the Minister of Education has the right to exercise under paragraphs 11 and 15 of this indenture may, at the option of the said Minister, be exercised by any judge of a county court or other official referee holding the office or appointed thereto under the 124th section of the Judicature Act, and to be selected and named by the said Minister from time to time as there is occasion for the purposes of this indenture, and the said judge or referee shall, for the purpose of doing complete justice in the premises, try such issues and settle such questions as the said Minister shall submit. But nothing herein contained shall be understood to affect or impair any other right or powers which are herein reserved to the said Minister of Education in any other paragraph of this indenture.

23. And that in the event of any other publisher being permitted to publish the said book under clause 15 of this agreement, the party of the second part will not grant such permission to publish as aforesaid until such other publisher has entered into sufficient bonds and securities as the Minister of Education may deem sufficient for the payment of authors' royalties and the protection of the parties of the first part.

In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of (Signed) H. S. Salt. As to Educational Book Co. W. J. Gage, W. P. Gundy. (Signed) H. M. Wilkinson. As to sig. of G. W. Ross	(Signed) THE EDUCATIONAL BOOK CO., (Per W. J. Gage.)	[Seal.]
	(Signed) W. J. GAGE.	[Seal.]
	(Signed) W. P. GUNDY	[Seal.]
	(Signed) GEO. W. ROSS.	[Seal.]

This Indenture made in duplicate this twelfth day of August in the year of our Lord one thousand eight hundred and ninety five, between The Educational Book Company of the City of Toronto and Province of Ontario, hereinafter called the Publishers of the first part, and Her Majesty the Queen, represented herein by the Honorable the Minister of Education for the Province of Ontario, acting for the Educational Department of Ontario, of the second part.

Whereas the publishers have made application to the Education Department of the Province of Ontario for the right to print and publish the High School Botanical Note Book, Part I., by H. B. Spotten, M.A., for use in the High Schools of Ontario.

And Whereas the said Department of Education has approved of such application, and has agreed to grant the said publishers the right to print and publish the said High School Botanical Note Book, Part I., by H. B. Spotten, M.A. hereinafter called the Book, subject to the covenants and conditions hereinafter contained and to the terms and conditions of the regulations in that behalf of the said Department of Education.

Now Therefore This Indenture Witnesseth, that in consideration of the premises and of the sum of one dollar of lawful money of Canada, the receipt

whereof is hereby acknowledged, the said publishers do hereby covenant with Her Majesty the Queen, her successors and assigns in manner following that is to say :

1. That the publishers shall from time to time and at all times observe, perform and fulfil in respect of the said book each and every of the terms and conditions of the Regulations of the said Education Department respecting the printing and publication of text books, and also the terms and conditions hereinafter contained, and that each and every copy of each and every edition of the said book for use in the Province of Ontario shall in every particular be printed and published by the publishers in strict conformity therewith.

2. And that the publishers shall submit or cause to be submitted to the said Education Department sample copies of each and every edition of the said book to be here after printed and published, for sale or use in the Province of Ontario, for the approval of such Department as to the mechanical execution of the press-work, binding and all other mechanical parts of the work, and that without such approval having been first had and obtained, no copy of any edition thereof shall be sold or disposed of for use in the said Province of Ontario. And furthermore, in order to avoid causing loss to the said publishers arising from, or liable to arise from, any edition of the said book not being approved of by the Education Department, owing to any serious defect or defects in any edition, and on that account condemned by the Education Department, and forbidden to be sold or issued to the schools or, to the public, and also to more effectually protect the public, the said publishers shall submit or cause to be submitted to the Education Department for examination sample sheets of the different forms of the book about to be printed, and specimens of the ink, paper, millboard, strawboard, cloth, mull, tapes, and other material proposed to be used by said publishers in the printing and construction of the said book, together with a statement of the prices. weight, size, and other particulars necessary to judge of the relative quality of the different materials used or proposed to be used ; and the approval of the Education Department shall, before any work is proceeded with, be obtained in regard to the quality of the printing, and of the paper, and other material proposed to be used. And furthermore, after sanction has been given to the using of such material, or of such printing, presswork and binding, two sample copies at least of the book shall be submitted by said publishers bound and finished in all respects as proposed to be issued by the said publishers, and that without such approval first had and obtained, no work in regard to binding said book shall be proceeded with.

3. And that the paper to be used in each and every edition of the said book, and every copy thereof for use in the Province of Ontario shall be equal in quality to the sample prescribed by the said Education Department, to wit, of good quality, seventy pounds to the ream of 500 sheets, measuring thirty inches by forty inches of good color and texture, and super calendered, or of such increased weight and improved quality as may be required by the Education Department, provided the cost of the same shall not exceed the cost of the sample herein prescribed, and no inferior quality of paper shall under any pretext whatsoever be used. The presswork and ink shall be first-class throughout, and shall be such as to produce together with the plates a clear and distinct impression ; and the stitching and binding of each and every edition of the said book, and the material used therein shall be equal to the sample submitted to and approved of by the Education Department as aforesaid. To be bound in press-boards, covered with paper side and cloth back and lined with waste leaf. Name of book printed in black on outside of front cover. Sections to be sixteen pages each and each section

to be wire stitched to fine strong, evenly made mull, extending to within one-half inch from top and bottom of the book and overlapping one inch on each side. Over the mull a strong piece of paper to be glued and the book strongly attached to covers. End papers to be heavier than used in book. Each and every part of the binding to be thoroughly done and durable. The maximum price not to exceed fifty cents and to be stamped on the cover. At the option of the Minister of Education the book shall be thread-sewed if the wire stitching should prove unsatisfactory, six months notice being required in case of change and no departure from such specification shall be made without the sanction of the Education Department. And no copy of the said book which does not in all particulars comply with the foregoing provisions in regard to paper, presswork, typography, ink and binding shall be sold or disposed of for use in the Province of Ontario.

4. And that the said sample copies to be furnished as hereinbefore provided for shall remain on file in the said Education Department, and each and every copy of each and every edition published, shall in all respects be equal to the sample copy so furnished to and on file in the said Department.

5. And that in case the Minister of Education points out to the said publishers any defect or defects in the sample copies furnished to the said Department as aforesaid, but not deemed by him of sufficient importance to cause him to withhold his approval from such edition, then in such case the said publishers shall in the next following edition or issue to that in which said defect shall have been pointed out, correct the same to the satisfaction of the said department, but in case serious defects are pointed out by the Minister of Education to the publishers in any edition published by said publishers, and in case such edition is condemned by the Minister of Education as unfit for use in the schools or for sale to the public, the condemned edition shall be withdrawn from sale for use in the Province of Ontario, and shall if required by the Minister of Education, be delivered by the said publishers into the custody of the Education Department unless an arrangement satisfactory to the Minister be made for culling out any defective portion or portions, or the matter is in some other way adjusted.

6. And the said book shall be of the size following, that is to say: It shall measure nine and three-quarter inches by seven and three-eight inches and shall contain 174 pages. And that the said book shall be sold at retail prices not exceeding the following: fifty cents per copy.

7. And that in order it may be the more easily recognized and ascertained that each and every copy of each and every edition of the said book to be published and in use in the said Province of Ontario is not only authorized but approved as to its mechanical execution, contents, and otherwise, by the said Education Department, the publishers shall cause to be printed upon the title page of each and every copy of each and every edition of the said book the name of the firm by which such book is published, and the words "*Authorized by the Education Department for Ontario*," or words to that effect, or shall place upon the title page or cover of each copy of the said book the official stamp of the Education Department.

8. And that the retail price of each and every copy of each and every edition of the said book shall be printed on the cover or title page thereof. No advertisements of any kind shall appear in any of the said books, or upon the covers of the said books, except such as are approved by the Education Department.

9. And that for the better securing the retail sale of the said book at a price not exceeding that above set forth as the maximum retail price, the publishers shall make the sale to any purchaser buying quantities of such book of one dozen

and upwards at one time at prices at least twenty-five per cent. lower than the said prescribed retail prices on the usual terms of sale, and that to purchasers of the said book in lots of the sale value of seventy-two dollars, computed at the said retail prices, the said publishers shall make a reduction of twenty-five and five per cent. in the price thereof, and in lots of the sale value of $250, computed at the said retail prices, the said publishers shall make a reduction of twenty-five and five per cent. in the price thereof, and that the said publishers shall and will from time to time and at all times keep on hand a sufficient quantity of copies of the said book to supply all demands of the public and trade therefore.

10. And that the Minister of Education, or any person by him appointed in writing for that purpose, shall and may from time to time and at any time during business hours enter the warehouse and all other business premises or any part thereof of the publisher, for the purpose of inspecting any and every edition or issue of such authorized book and every copy thereof, and shall have a right to take sample sheets or other samples of material or sample copies of said books for the purpose of examination, whenever he thinks proper so to do.

11. And that in case the said Education Department shall at any time after the expiration of three years, consider that the retail price and scale of discounts heretofore mentioned of the said book should be reduced, the Minister of Education may arrange, as in his discretion he deems proper, after hearing the statements of the publishers, a reduced retail price and scale of discounts. Provided always that the said reduced retail price and reduced scale of discounts shall allow to the said publishers, in the opinion of the Minister of Education, a fair margin of profit, consideration being duly taken of the original cost of preparing the book, the authors' royalties, the cost of publishing an edition, and the current sales, and provided that the change in prices aforesaid shall not take effect until six months after notice in writing has been given to the publishers by the Education Department.

12. And that the said publishers will not print or publish, nor cause nor authorize to be printed or published, nor be in any way accessory to the printing or publishing of any edition or copy or copies of the said book in the United States or anywhere else without the limits of the Province of Ontario, to be sold within the said Province of Ontario.

13. And that the Publishers shall not in any way, without the express consent in writing of the Minister of Education acting on behalf of the Education Department, assign any right conferred upon such publishers by this Indenture, and in case the publishers or any other person entitled to any right by virtue of this Indenture shall assign the same to any other person without the said consent the right of the publishers or such other person under this Indenture shall at the discretion of the Education Department thereupon cease and become forfeit and absolutely at an end.

14. And that upon the Minister of Education giving to the said publishers six months' notice, the Education Department may require the alteration of the contents of the said book, and may alter any of the specifications hereinbefore contained, provided the publishing is not thereby made more expensive; but that no change shall be made by the publishers in the contents of the said book, nor any addition thereto, nor any omission therefrom, nor any notes or appendices thereto, nor any other change in the subject matter thereof, without the consent in writing of the said Education Department first had and obtained. The notice hereinbefore provided for may be given by publication thereof in two issues of any newspaper published in the City of Toronto and in *The Ontario Gazette*, or by delivery of the same to the said publishers.

15. And that the publishers shall have for three years from the first day of October in the year of our Lord one thousand eight and ninety-five the sole right to print and publish within the said Province of Ontario, and Dominion of Canada, the said book. Provided always, however, that any other publisher may be permitted to publisher the said book at any time after the expiration of the said period, by permission to be obtained from the Department of Education for Ontario, subject to authors' royalties, share of original cost of production, and such terms and conditions as the Minister of Education in his discretion may deem expedient.

16. And the publishers hereby agree that if the publishers or any of them (if more persons than one are of the first part hereto) deliberately disregard the terms of this Indenture, or fail to carry out the same in a matter of substance, the publishers shall absolutely forfeit all his or their rights under this Indenture, and the Minister of Education may apply to any division of the High Court of Justice for Ontario to restrain the publishers from further printing, publishing or selling any copies of the said book.

17. Provided and is hereby expressly agreed that no edition or copy of the said book shall be printed or published by the publishers until the publishers shall have executed these presents and shall have executed to Her Majesty the Queen a bond in the penal sum of two thousand dollars, with two surieties approved by the Minister of Education, each bound in the sum of one thousand dollars, conditioned for the due observance and fulfilment by the publishers of all the terms, conditions, clauses, agreements, obligations and covenants herein contained, and also of the regulations of the Education Department from time to time in force respecting text-books for use in the Public Schools.

18. It is hereby expressly declared and agreed that the Minister of Education may, on giving the publishers one year's notice in writing, terminate this Indenture at any time after the expiration of five years from the date hereof, but this provision shall not effect the right of the party of the second part to rescind and declare forfeited this Indenture as otherwise hereinbefore provided for.

19. To prevent any possibility of misapprehension, it is hereby expressly declared and agreed that in case there are more persons than one named as *of the first part* hereto, the breach by any one of such persons of any covenant, term or condition herein contained, whether such covenant, term or condition is affirmative or negative, shall be a breach for which all such persons shall be liable. It is also understood and agreed between all parties hereto that this Indenture contains the whole agreement with respect to the publication of the said book, and that the same is not and has not been and cannot be altered or varied by any verbal statements or explanations made between or by any of the parties hereto.

20. And that should any difference of opinion arise between the parties hereto as to the construction to be put any of the terms, conditions and agreements herein contained, the same shall be determined by the Attorney-General of Ontario, after giving the parties hereto an opportunity of presenting their views, in person or by counsel, and such determination by the said Attorney-General shall be final and conclusive and binding upon the parties to this Indenture.

21. It is understood and agreed between the parties hereto that this Indenture is entered into subject to the approval of His Honor the Lieutenant-Governor of the Province of Ontario in Council.

22. It is understood and agreed by the party hereto of the first part that the powers which the Minister of Education has the right to exercise under para-

graphs 11 and 15 of this Indenture may, at the option of the said Minister, be exercised by any judge of a County Court or other official referee holding the office or appointed thereto under the 124th section of the Judicature Act, and to be selected and named by the said Minister from time to time as there is occasion for the purpose of this Indenture, and the said judge or referee shall, for the purpose of doing complete justice in the premises, try such issues and settle such questions as the said Minister shall submit. But nothing herein contained shall be understood to affect or impair any other right or powers which are herein reserved to the said Minister of Education in any other paragraph of this Indenture.

23. And that in the event of any other publisher being permitted to publish the said book under clause fifteen of this agreement the party of the second part will not grant such permission to publish as aforesaid until such other publisher has entered into sufficient bonds and securities, as the Minister of Education may deem sufficient, for the payment of authors' royalties and the protection of the parties of the first part.

In WITNESS WHEREOF the parties hereto have hereunto set heir hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of (Signed) H. W. WILKINSON as to signatures of all parties.	(Signed) EDUCATIONAL BOOK CO., PER W. J. GAGE.	[SEAL.]
	(Signed) W. J. GAGE	[SEAL.]
	(Signed) W. P. GUNDY.	[SEAL.]
	(Signed) GEO. W. ROSS.	[SEAL.]

THIS INDENTURE made in duplicate this first day of October, in the year of our Lord one thousand eight hundred and ninety-five, BETWEEN the Educational Book Company of the city of Toronto, Province of Ontario, hereinafter called the publishers, of the First Part, and Her Majesty the Queen, represented herein by the Honorable the Minister of Education for the Province of Ontario, acting for the Education Department of Ontario, of the Second Part.

WHEREAS the publishers have made application to the Education Department of the Province of Ontario for the right to print and publish the High School Botanical Note Book, part II., by H. B. Spotton, M.A., F.L.S., for use in the High Schools in Ontario.

AND WHEREAS the said Department of Education has approved of such application, and has agreed to grant the said publishers the right to print and publish the said High School Botanical Note Book, part II., by H. B. Spotton, M.A., F.L.S., hereinafter called the book, subject to the covenants and conditions hereinafter contained, and to the terms and conditions of the regulations in that behalf of the said Department of Education.

NOW THEREFORE THIS INDENTURE WITNESSETH, that in consideration of the premises and of the sum of one dollar of lawful money of Canada, the receipt whereof is hereby acknowledged, the said publishers do hereby covenant with Her Majesty the Queen, her successors and assigns in manner following, that is to say:

1. That the publishers shall from time to time and at all times observe, perform and fulfil in respect of the said book each and every of the terms and conditions of the regulations of the said Education Department respecting the printing and publication of text books, and also the terms and conditions hereinafter contained, and that each and every copy of each and every edition of the said book for use in the Province of Ontario shall in every particular be printed and published by the publishers in strict conformity therewith.

2 And that the publishers shall submit or cause to be submitted to the said Education Department sample copies of each and every edition of the said book to be hereafter printed and published, for sale or use in the Province of Ontario, for the approval of such department as to the mechanical execution of the presswork, binding and all other mechanical parts of the work, and that without such approval having been first had and obtained, no copy of any edition thereof shall be sold or disposed of for use in the said Province of Ontario. And furthermore, in order to avoid causing loss to the said publishers arising from, or liable to arise from, any edition of the said book not being approved of by the Education Department, owing to any serious defect or defects in any edition, and on that account condemned by the Education Department, and forbidden to be sold or issued to the schools or to the public, and also to more effectually protect the public, the said publishers shall submit or cause to be submitted to the Education Department for examination sample sheets of the different forms of the book about to be printed, and specimens of the ink, paper, millboard, strawboard, cloth, mull, tapes and other material proposed to be used by said publishers in the printing and construction of the said book, together with a statement of the prices, weight, size and other particulars necessary to judge of the relative quality of the different materials used or proposed to be used; and the approval of the Education Department shall, before any work is proceeded with, be obtained in regard to the quality of the printing, and of the paper and other material proposed to be used. And furthermore, after sanction has been given to the using of such material, or of such printing, presswork and binding, two sample copies at least of the book shall be submitted by said publishers bound and finished in all respects *as proposed to be issued* by the said publishers, and that without such approval first had and obtained, no work in regard to binding said book shall be proceeded with.

3. And that the paper to be used in each and every edition of the said book, and every copy thereof for use in the Province of Ontario shall be equal in quality to the sample prescribed by the said Education Department, to wit, of good quality, seventy pounds to the ream of five hundred sheets, measuring thirty inches by forty inches, of good color and texture and super calendered, or of such increased weight and improved quality as may be required by the Education Department, provided the cost of the same shall not exceed the cost of the sample herein prescribed, and no inferior quality of paper shall under any pretext whatsoever be used. The presswork and ink shall be first-class throughout, and shall be such as to produce together with the plates a clear and distinct impression; and the stitching and binding of each and every edition of the said book, and the material used therein shall be equal to the sample submitted to and approved of by the Education Department as aforesaid, to be bound in press boards, covered with paper side and cloth back, and lined with waste leaf, name of book printed in black on outside of front cover. Sections to be sixteen pages each, and each section to be wire stitched to fine, strong, evenly made mull, extending to within one-half inch from top and bottom of the book and overlapping one inch on each side. Over the mull a strong piece of paper to be glued and the book strongly attached to covers. End papers to be heavier than those used in book. Each and every part of the binding to be thoroughly done and durable. The maximum price not to exceed sixty cents, and to be printed on the cover. At the option of the Minister of Education the book shall be thread-sewed if the wire stitching should prove unsatisfactory. Six months' notice being reqired in case of a change, and no departure from such specification shall be made without the sanction of the Education Department. And no copy of

the said book which does not in all particulars comply with the foregoing provisions in regard to paper, presswork, typography, ink and binding shall be sold or disposed of for use in the Province of Ontario.

4. And that the said sample copies to be furnished as hereinbefore provided for shall remain on file in the said Education Department, and each and every copy of each and every edition published, shall in all respects be equal to the sample copy so furnished to and on file in the said Department.

5. And in case the Minister of Education points out to the said publishers any defect or defects in the sample copies furnished to the said Department as aforesaid, but not deemed by him of sufficient importance to cause him to withhold his approval from such edition, then in such case the said publishers shall in the next following edition or issue to that in which said defect shall have been pointed out, correct the same to the satisfaction of the said Department; but in case serious defects are pointed out by the Minister of Education to the publishers in any edition published by said publishers, and in case such edition is condemned by the Minister of Education as unfit for use in the schools or for sale to the public, the condemned edition shall be withdrawn from sale for use in the Province of Ontario, and shall if required by the Minister of Education, be delivered by the said publishers into the custody of the Education Department, unless an arrangement satisfactory to the Minister be made for culling out any defective portion or portions, or the matter is in some other way adjusted.

6. And that the said book shall be of the size following, that is to say: It shall measure nine and three-quarter inches by seven and three-eighth inches, and shall contain 216 pages, exclusive of waste leaves, and that the said book shall be sold at retail prices not exceeding the following: sixty cents per copy.

7. And that in order it may be the more easily recognized and ascertained that each and every copy of each and every edition of the said book to be published and in use in the said Province of Ontario is not only authorized but approved as to its mechanical execution, contents, and otherwise, by the said Education Department, the publishers shall cause to be printed upon the title page of each and every copy of each and every edition of the said book the name of the firm by which such book is published, and the words "*Authorized by the Education Department for Ontario,*" or words to that effect, or shall place upon the title page or cover of each copy of the said book the official stamp of the Education Department.

8. And that the retail price of each and every copy of each and every edition of the said book shall be printed on the cover or title page thereof. No advertisements of any kind shall appear in any of the said books, or upon the covers of the said books, except such as are approved by the Education Department.

9. And that for the better securing the retail sale of the said book at a price not exceeding that above set forth as the maximum retail price, the publishers shall make the sale to any purchaser buying quantities of such book of one dozen and upwards at one time at prices at least twenty-five per cent. lower than the said prescribed retail prices on the usual terms of sale, and that to purchasers of the said book in lots of the sale value of eighty-six dollars and forty cents, computed at the said retail prices, the said publishers shall make a reduction of twenty-five and five per cent. in the price thereof, and in lots of the sale value of two hundred and fifty dollars, computed at the said retail prices, the said publishers shall make a reduction of twenty-five and five and five per cent. in the price thereof, and that the said publishers shall and will from time to time and at all times keep on hand a sufficient quantity of copies of the said book to supply all demands of the public and trade therefor.

10. And that the Minister of Education, or any person by him appointed in writing for that purpose, shall and may from time to time and at any time during business hours enter the warehouse and all other business premises or any part thereof of the publishers, for the purpose of inspecting any and every edition or issue of such authorized book and every copy thereof, and shall have a right to take sample sheets or other samples of material or sample copies of said books for the purpose of examination, whenever he thinks proper so to do.

11. And that in case the said Education Department shall at any time after the expiration of three years, consider that the retail price and scale of discounts heretofore mentioned of the said book should be reduced, the Minister of Education may arrange, as in his discretion he deems proper, after hearing the statements of the publishers, a reduced retail price and scale of discounts. Provided always that the said reduced retail price and reduced scale of discounts shall allow to the said publishers, in the opinion of the Minister of Education, a fair margin of profit, consideration being duly taken of the original cost of preparing the book, the authors' royalties, the cost of publishing an edition, and the current sales, and provided that the change in prices aforesaid shall not take effect until six months after notice in writing has been given to the publishers by the Education Department.

12. And that the said publishers will not print or publish, nor cause nor authorize to be printed or published, nor be in any way accessory to the printing or publishing of any edition or copy or copies of the said book in the United States or anywhere else without the limits of the Province of Ontario, to be sold within the said Province.

13. And the publishers shall not in any way, without the express consent in writing of the Minister of Education acting on behalf of the Education Department, assign any right conferred upon such publishers by this indenture, and in case the publishers or any other person entitled to any right by virtue of this indenture shall assign the same to any other person without the said consent the right of the publishers or such other person under this indenture shall at the discretion of the Education Department thereupon cease and become forfeit and absolutely at an end.

14 And that upon the Minister of Education giving to the said publishers six months' notice, the Education Department may require the alteration of the contents of the said book, and may alter any of the specifications hereinbefore contained, provided the publishing is not thereby made more expensive; but that no change shall be made by the publishers in the contents of the said book, nor any addition thereto, nor any omission therefrom, nor any notes or appendices thereto, nor any other change in the subject matter thereof, without the consent in writing of the said Education Department first had and obtained. The notice hereinbefore provided for may be given by publication thereof in two issues of any newspaper published in the city of Toronto and in *The Ontario Gazette*, or by delivery of the same to the said publishers.

15. And that the publishers shall have for three years from the first day of October, in the year of our Lord one thousand eight hundred and ninety-five, the sole right to print and publish within the said Province of Ontario, and Dominion of Canada, the said book. Provided always, however, that any other publisher may be permitted to publish the said book at any time after the expiration of the said period, by permission to be obtained from the Department of Education for Ontario, subject to authors' royalties, share of original cost of productions, and such terms and conditions as the Minister of Education in his discretion may deem expedient.

16. And the publishers hereby agree that if the publishers or any of them (if more persons than one are of the first part hereto) deliberately disregard the terms of this indenture, or fail to carry out the same in a matter of substance, the publishers shall absolutely forfeit all his or their rights under this indenture, and the Minister of Education may apply to any division of the High Court of Justice for Ontario to restrain the publisher from further printing, publishing or selling any copies of the said book.

17. Provided and it is hereby expressly agreed that no edition or copy of the said book shall be printed or published by the publishers until the publishers shall have executed these presents and shall have executed to Her Majesty the Queen a bond in the penal sum of two thousand dollars, with two sureties approved by the Minister of Education, each bound in the sum of one thousand dollars, conditioned for the due observance and fulfilment by the publishers of all the terms, conditions, clauses, agreements, obligations and covenants herein contained, and also of the regulations of the Education Department from time to time in force respecting text-books for use in the public schools.

18. And it is hereby expressly declared and agreed that the Minister of Education may, on giving the publishers one year's notice in writing, terminate this indenture at any time after the expiration of five years from the date hereof, but this provision shall not affect the right of the party of the second part to rescind and declare forfeited this indenture as otherwise hereinbefore provided for.

19. To prevent any possibility of misapprehension, it is hereby expressly declared and agreed that in case there are more persons than one named as *of the first part* hereto, the breach by any one of such persons of any covenant, term or condition herein contained, whether such covenant, term or condition is affirmative or negative, shall be a breach for which all such persons shall be liable. It is also understood and agreed between the parties hereto that this indenture contains the whole agreement with respect to the publication of the said book, and that the same is not and has not been and cannot be altered or varied by any verbal statements or explanations made between or by any of the parties hereto.

20. And that should any difference of opinion arise between the parties hereto as to the construction to be put upon any of the terms, conditions and agreements herein contained, the same shall be determined by the Attorney-General of Ontario, after giving the parties hereto an oportunity of presenting their views, in person or by counsel, and such determination by the said Attorney-General shall be final and conclusive and binding upon the parties to this indenture.

21. It is understood and agreed between the parties hereto that this indenture is entered into subject to the approval of His Honor the Lieutenant-Governor of the Province of Ontario in Council.

22. It is understood and agreed by the party hereto of the first part that the powers which the Minister of Education has the right to exercise under paragraphs 11 and 15 of this indenture may, at the option of the said Minister, be exercised by any judge of a county court or other official referee holding the office or appointed thereto under the 124th section of the Judicature Act, and to be selected and named by the said Minister from time to time as there is occasion for the purposes of this indenture, and the said judge or referee shall, for the purpose of doing complete justice in the premises, try such issues and settle such questions as the said Minister shall submit. But nothing herein contained shall be understood to affect or impair any other right or powers which are herein reserved to the said Minister of Education in any other paragraph of this indenture.

23. And that in the event of any other publisher being permitted to publish the said book under clause 15 of this agreement, the party of the second part will not grant such permission to publish as aforesaid until such other publisher has entered into sufficient bonds and securities as the Minister of Education may deem sufficient for the payment of authors' royalties and the protection of the parties of the first part.

In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of	(Signed) THE EDUCATIONAL BOOK CO., (Per W. J. Gage.)		[Seal.]
As to Educational Book Co., W. J. Gage. W. P. Gundy. (Signed) H. S. Salt. (Signed) H. M. Wilkinson.	(Signed)	W. J. GAGE.	[Seal.]
	(Signed)	W. P. GUNDY.	[Seal.]
As to sig. of G. W. Ross.	(Signed)	GEO. W. ROSS.	[Seal.]

This Indenture made in duplicate this twelfth day of August, in the year of our Lord, one thousand, eight hundred and ninety-five, Between The Copp Clark Company (Limited), of the City of Toronto, Province of Ontario, hereinafter called the Publishers, of the First Part, and Her Majesty the Queen, represented herein by the Honorable the Minister of Education for the Province of Ontario, acting for the Education Department of Ontario, of the second part.

Whereas the publishers have made application to the Education Department of the Province of Ontario for the right to print and publish Composition from Models, for use in Schools and Colleges, by W. J. Alexander, Ph.D., and M. F. Libby, B.A., for use in the High Schools of Ontario.

And Whereas the said Department of Education has approved of such application, and has agreed to grant the said publishers the right to print and publish the said Composition from Models, by W. J. Alexander and M. F. Libby, hereinafter called the Book, subject to the covenants and conditions hereinafter contained, and to the terms and conditions of the regulations in that behalf of the said Department of Education.

Now Therefore This Indenture Witnesseth, that in consideration of the premises and of the sum of one dollar of lawful money of Canada, the receipt whereof is hereby acknowledged, the said publishers do hereby covenant with Her Majesty the Queen, her successors and assigns in manner following, that is to say:

1. That the publishers shall from time to time, and at all times observe, perform and fulfil in respect of the said book each and every of the terms and conditions of the regulations of the said Education Department respecting the printing and publication of text books, and also the terms and conditions hereinafter contained, and that each and every copy of each and every edition of the said book for use in the Province of Ontario shall in every particular be printed and published by the publishers in strict conformity therewith.

2. And that the publishers shall, during the term of authorization, submit or cause to be submitted to the said Education Department sample copies of each and every edition of the said book to be hereafter printed and published, for sale or use in the Province of Ontario, for the approval of such Department as to the mechanical execution of the press-work, binding and all other mechani-

cal parts of the work, and without such approval having been first had and obtained, no copy of any edition thereof shall be sold or disposed of for use in the said Province of Ontario. And furthermore, in order to avoid causing loss to the said publishers, arising from, or liable to arise from, any edition of the said book not being approved of by the Education Department, owing to any serious defect or defects in any edition, and on that account condemned by the Education Department, and forbidden to be sold or isssued to the schools or to the public, and also to more effectually protect the public, the said publishers shall submit, or cause to be submitted to the Education Department for examination sample sheets of the different forms of the book about to be printed, and specimens of the ink, paper, millboard, strawboard, cloth, mull, tapes, and other material proposed to be used by said publishers in the printing and construction of the said book, together with a statement of the prices, weight, size, and other particulars necessary to judge of the relative quality of the different materials used or proposed to be used; and the approval of the Education Department shall, before any work is proceeded with, be obtained in regard to the quality of the printing, and of the paper, and other material proposed to be used. And furthermore, after sanction has been given to the using of such material, or of such printing, press-work and binding, two sample copies at least of the book shall be submitted by said publishers, bound and finished in all respects as proposed to be issued by the said publishers, and that without such approval first had and obtained, no work in regard to binding said book shall be proceeded with.

3. And that the paper to be used in each and every edition of the said book, and every copy thereof for use in the Province of Ontario shall be equal in quality to the sample prescribed by the said Education Department, to wit, of good quality, eighty pounds to the ream of 512 sheets, measuring thirty-three inches by forty-five inches of good color and texture, and finish, or of such increased weight and improved quality as may be required by the Education Department, provided the cost of the same shall not exceed the cost of the sample herein prescribed, and no inferior quality of paper shall under any pretext whatsoever be used. The presswork and ink shall be first-class throughout, and shall be such as to produce together with the plates a clear and distinct impression; and the stitching and binding of each and every edition of the said book, and the material used therein shall be equal to the sample submitted to and approved of by the Education Department as aforesaid, to wit: To be full bound in twilled cloth, and embossed in black on first page. Sections to be sixteen pages each, and each section to be wire-stitched to strong, evenly made mull, extending to within one-half inch from top and bottom of books, and overlapping one inch on each side. Over the mull a strong piece of paper or pressing to be glued; end papers to be the same as that used in the books, the whole to be strongly glued to covers. The cloth for covers to be extra finished and heavy. Each and every part of the binding to be thoroughly done and made durable. The maximum price not to exceed seventy-five cents, and to be stamped on the covers. At the option of the party of the second part, the book shall be sewed with thread in a satisfactory manner, if the wire binding should be found to be defective and unsatisfactory, six months' notice being required in this case, and no departure from such specification shall be made without the sanction of the Education Department. And no copy of the said book which does not in all particulars comply with the foregoing provisions in regard to paper, press-work, typography, ink and binding shall be sold or disposed of for use in the Province of Ontario.

4. And that the said sample copies to be furnished as hereinbefore provided for shall remain on file in the said Education Department, and each and every copy of each and every edition published, shall in all respects be equal to the sample copy so furnished to and on file in the said Department.

5. And that in case the Minister of Education points out to the said publishers any defect or defects in the sample copies furnished to the said Department as aforesaid, but not deemed by him of sufficient importance to cause him to withhold his approval from such edition, then in such case the said publishers shall in the next following edition or issue to that in which said defect shall have been pointed out, correct the same to the satisfaction of the said Department, but in case serious defects are pointed out by the Minister of Education to the publishers in any edition published by said publishers, and in case such edition is condemned by the Minister of Education as unfit for use in the schools or for sale to the public, the condemned edition shall be withdrawn from sale for use in the Province of Ontario, and shall, if required by the Minister of Education, be delivered by the said publishers into the custody of the Education Department, unless an arrangement satisfactory to the Minister be made for culling out any defective portion or portions, or the matter is in some other way adjusted.

6. And that the said book shall be of the size following, that is to say: It shall be five and one-quarter inches wide by seven and three-quarter inches long, with letter-press three and seven-eighths inches wide by six and one-eighth inches long, and shall contain 494 pages, exclusive of preface and end papers. And that the said book shall be sold at retail prices not exceeding the following: seventy-five cents per copy.

7. And that in order it may be the more easily recognized and ascertained that each and every copy of each and every edition of the said book to be published and in use in the said Province of Ontario is not only authorized but approved as to its mechanical execution, contents, and otherwise, by the said Education Department, the publishers shall cause to be printed upon the title page of each and every copy of each and every edition of the said book the name of the firm by which such book is published, and the words "*Authorized by the Education Department for Ontario*," or words to that effect, or shall place upon the title page or cover of each copy of the said book the official stamp of the Education Department.

8. And that the retail price of each and every copy of each and every edition of the said book shall be printed on the cover or title page thereof. No advertisements of any kind shall appear in any of the said books, or upon the covers of the said books, except such as are approved by the Education Department.

9. And that for the better securing the retail sale of the said book at a price not exceeding that above set forth as the maximum retail price, the publishers shall make the sale to any purchaser buying quantities of such book of one dozen and upwards at one time at prices at least twenty-five per cent. lower than the said prescribed retail prices and five per cent. for cash, and that to purchasers of the said book in lots of the sale value of one hundred and fifty dollars, computed at the said retial prices, the said publishers shall make a reduction of twenty-five per cent., an additional five per cent., and five per cent. for cash in the place thereof, and that the said publishers shall and will from time to time and at all times keep on hand a sufficient quantity of copies of the said book to supply all demands of the public and trade therefor as long as the book remains authorized.

10. And that the Minister of Education, or any person by him appointed in writing for that purpose, shall and may from time to time and at any time during business hours enter the warehouse and all other business premises or any part thereof of the publishers, for the purpose of inspecting any and every edition or issue of such authorized book and every copy thereof, and shall have a right to take sample sheets or other samples of material or sample copies of said books for the purpose of examination, whenever he thinks proper so to do.

11. And that in case the said Education Department shall at any time consider that the retail price and scale of discounts heretofore mentioned of the said book should be reduced, the Minister of Education may arrange, as in his discretion he deems proper, after hearing the statements of the publishers, a reduced retail price and scale of discounts. Provided always that the said reduced retail price and reduced scale of discounts shall allow to the said publishers, in the opinion of the Minister of Education, a fair margin of profit, consideration being duly taken of the original cost of preparing the book, the authors' royalties, the cost of publishing an edition, and the current sales, and provided that the change in prices aforesaid shall not take effect until six months after notice in writing has been given to the publishers by the Education Department, but the publishers may withdraw the book from publication at the reduced price on six months' notice in writing to the Education Department.

12. And that the said publishers will not print or publish, nor cause nor authorize to be printed or published, nor be in any way accessory to the printing or publishing of any edition or copy or copies of the said book in the United States or anywhere else without the limits of the Province of Ontario, to be sold within the said Province of Ontario.

13. And that the publishers shall not in any way during authorization without the express consent in writing of the Minister of Education, acting on behalf of the Education Department, assign any right conferred upon such publishers by this indenture, and in case the publishers or any person entitled to any right by virtue of this indenture shall assign the same to any other person without the said consent the right of the publishers or such other person under this indenture shall at the discretion of the Education Department thereupon cease and become forfeit and absolutely at an end.

14. And that upon the Minister of Education giving to the said publishers six months' notice, the Education Department may require the alteration of the contents of the said book, and may alter any of the specifications hereinbefore contained, provided the publishing is not thereby made more expensive; but that no change shall be made by the publishers in the contents of the said book during authorization nor any addition thereto, nor any omission therefrom, nor any notes or appendices thereto, nor any other change in the subject matter thereof, without the consent in writing of the said Education Department first had and obtained. The notice hereinbefore provided for may be given by publication thereof in two issues of any newspaper published in the city of Toronto and in *The Ontario Gazette*, or by the delivery of the same to the said publishers

16. And the publishers hereby agree that if the publishers, or any of them (if more persons than one are of the first part hereto), deliberately disregard the terms of this indenture, or fail to carry out the same in a matter of substance, the publishers shall absolutely forfeit all his or their rights under this indenture, and the Minister of Education may apply to any division of the High Court of Justice for Ontario to restrain the publishers from further printing, publishing or selling any copies of the said book.

17. Provided and it is hereby expressly agreed that no edition or copy of the said book shall be printed or published by the publishers until the publishers shall have executed these presents, and shall have executed to Her Majesty the Queen a bond in the penal sum of two thousand dollars, with two sureties approved by the Minister of Education, each bound in the sum of one thousand dollars, conditioned for the due observance and fulfilment by the publishers of all the terms, conditions, clauses, agreements, obligations and covenants herein contained, and also of the regulations of the Education Department from time to time in force respecting text-books for use in the Public Schools.

18. It is hereby expressly declared and agreed that the book shall be authorized in Ontario during the pleasure of the Minister of Education.

19. To prevent any possibility of misapprehension, it is hereby expressly declared and agreed that in case there are more persons than one named as *of the first part* hereto, the breach by any one of such persons of any covenant, term or condition herein contained, whether such covenrnt, term or condition is affirmative or negative, shall be a breach for which all such persons shall be liable. It is also understood and agreed between the parties hereto that this indenture contains the whole agreement with respect to the publication of the said book, and that the same is not and has not been and cannot be altered or varied by any verbal statements or explanations made between or by any of the parties hereto.

20. And that should any difference of opinion arise between the parties hereto as to the construction to be put upon any of the terms, conditions and agreements herein contained, the same shall be determined by the Attorney-General of Ontario, after giving the parties hereto an opportunity of presenting their views, in person or by counsel, and such determination by the Attorney-General shall be final and conclusive and binding upon the parties to this indenture.

21. It is understood and agreed between the parties hereto that this indenture is entered into subject to the approval of His Honor the Lieutenant-Governor of the Province of Ontario in Council.

22. It is understood and agreed by the party hereto of the first part that the powers which the Minister of Education has the right to exercise under paragraph 11 of this indenture may, at the option of the said Minister, be exercised by any judge of a county court or other official referee holding the office or appointed thereto under the 124th section of the Judicature Act, and to be selected and named by the said Minister from time to time as there is occasion for the purposes of this indenture, and the said judge or referee shall, for the purpose of doing complete justice in the premises, try such issues and settle such questions as the said Minister shall submit. But nothing herein contained shall be understood to affect or impair any other right or powers which are herein reserved to the said Minister of Education in any other paragraph of this indenture.

In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

(Signed)
Clarence A. Day, as to the Copp Clark Co., Ltd.

(Signed)
H. M. Wilkinson, as to signature of Geo. W. Ross.

(Signed)
THE COPP CLARK COMPANY (LIMITED). [SEAL.]
A. W. THOMAS, Secretary.

(Signed) GEO. W. ROSS. [SEAL.]

THIS INDENTURE made in duplicate this twelfth day of August in the year f our Lord one thousand eight hundred and ninety-five, BETWEEN The Copp Clark Company (Limited) of the City of Toronto, Province of Ontario, hereinfter called the publishers of the first part, and Her Majesty the Queen, epresented herein by the Honorable the Minister of Education for the Province f Ontario, acting for the Education Department of Ontario, of the second part.

WHEREAS the publishers have made application to the Education Departnent of the Province of Ontario for the right to print and publish the High chool Chemistry by A. P. Knight and W. S. Ellis, for use in the High Schools f Ontario.

AND WHEREAS the said Department of Education has approved of such pplication, and has agreed to grant the said publishers the right to print nd publish the said High School Chemistry by A. P. Knight and W. S. Ellis, ubject to the covenants and conditions hereinafter contained, and to the terms nd conditions of the regulations in that behalf of the said Department of Educaion.

NOW THEREFORE THIS INDENTURE WITNESSETH, that in consideration of he premises and of the sum of one dollar of lawful money of Canada, the receipt hereof is hereby acknowledged, the said publishers do hereby covenant with Her Majesty the Queen, her successors and assigns in manner following, that is o say:

1. That the publishers shall from time to time and at all times observe, perorm and fulfil in respect of said book each and every of the terms and conditions f the regulations of the said Education Department respecting the printing and ublication of text books, and also the terms and conditions hereinafter contained, nd that each and every copy of each and every edition of the said book for use n the Province of Ontario shall in every particular be printed and published by he publishers in strict conformity therewith.

2. And that the publishers shall submit or cause to be submitted to the said Education Department sample copies of each and every edition of the said book o be hereafter printed and published, for sale or use in the Province of Ontario, or the approval of such department as to the mechanical execution of the press-work, binding and all other mechanical parts of the work, and that without such pproval having been first had and obtained, no copy of any edition thereof shall e sold or disposed of for use in the said Province of Ontario. And furthermore, n order to avoid causing loss to the said publishers arising from, or liable to arise rom, any edition of the said book not being approved of by the Education Department, owing to any serious defect or defects in any edition, and on that ccount condemned by the Education Department, and forbidden to be sold or ssued to the schools or to the public, and also to more effectually protect the ublic, the said publishers shall submit or cause to be submitted to the Education Department for examination, sample sheets of the different forms of the book o be printed, and specimens of the ink, paper, millboard, strawboard, cloth, mull, apes, and other material proposed to be used by the said publishers in the printng and construction of the said book, together with a statement of the prices, veight, size, and other particulars necessary to judge of the relative quality of the ifferent materials used or proposed to be used; and the approval of the Educaion Department shall, before any work is proceeded with, be obtained in regard to he quality of the printing, and of the paper, and of the other material proposed o be used. And furthermore, after sanction has been given to the using of such naterial, or of such press-work or binding, two sample copies at least of the book

shall be submitted by said publishers bound and finished in all respects *as proposed to be issued* by the said publishers, and that without such approval first had and obtained, no work in regard to binding said book shall be proceeded with.

3. And that the paper to be used in each and every edition of the said book, and every copy thereof for use in the Province of Ontario shall be equal in quality to the sample prescribed by the said Education Department, to wit, of good quality, seventy-two pounds to the ream of 500 sheets, measuring thirty inches by forty inches of good color and texture, and finish, or of such increased weight and improved quality as may be required by the Education Department, provided the cost of the same shall not exceed the cost of the sample herein prescribed, and no inferior quality of paper shall under any pretext whatsoever be used The presswork and ink shall be first-class throughout, and shall be such as to produce together with the plates a clear and distinct impression; and the stitching and binding of each and every edition of the said book, and the material used therein shall be equal to the sample submitted to and approved of by the Education Department as aforesaid. To be full bound in twilled cloth and embossed in black on first page. Sections to be sixteen pages each, and each section to be wire-stitched to fine, strong, evenly-made mull, extending to within one-half inch from top and bottom of books, and overlapping one inch on each side; over the mull a strong piece of paper or pressing to be glued. End papers to be the same as that used in books. Cloth for covers to be extra finished, twilted and heavy. Each and every part of the binding to be thoroughly done and durable. The maximum price not to exceed fifty cents and to be stamped on the cover. At the option of the party of the second part the book shall be sewed with thread in a satisfactory manner, if the wire binding shall be found to be defective and unsatisfactory, six months notice being given in this case, and no departure from such specification shall be made without the sanction of the Education Department. And no copy of the said book which does not in all particulars comply with the foregoing provisions in regard to paper, presswork, typography, ink and binding shall be sold or disposed of for use in the Province of Ontario.

4. And that the said sample copies to be furnished as hereinbefore provided for shall remain on file in the said Education Department, and each and every copy of each and every edition published, shall in all respects be equal to the sample copy so furnished to and on file in the said department.

5. And that in case the Minister of Education points out to the said publishers any defect or defects in the sample copies furnished to the said department as aforesaid, but not deemed by him of sufficient importance to cause him to withhold his approval from such edition, then in such case the said publishers shall in the next following edition or issue to that in which said defect shall have been pointed out, correct the same to the satisfaction of the said department, but in case serious defects are pointed out by the Minister of Education to the publishers in any edition published by said publishers, and in case such edition is condemned by the Minister of Education as unfit for use in the schools or for sale to the public, the condemned edition shall be withdrawn from sale for use in the Province of Ontario, and shall, if required by the Minister of Education, be delivered by the said publishers into the custody of the Education Department, unless an arrangement satisfactory to the Minister be made for culling out any defective portion or portions, or the matter is in some other way adjusted.

6. And that the said book shall be of the size following, that is to say: it shall be uniform in size with the Ontario Readers and shall contain 224 pages exclusive of end papers. And that the said book shall be sold at retail prices not exceeding the following: fifty cents per copy.

7. And that in order it may be the more easily recognized and ascertained that each and every copy of each and every edition of the said book to be published and in use in the said Province of Ontario is not only authorized but approved as to its mechanical execution, contents, and otherwise, by the said Education Department, the publishers shall cause to be printed upon the title page of each and every copy of each and every edition of the said book the name of the firm by which such book is published, and the words "*Authorized by the Education Department for Ontario*," or words to that effect, or shall place upon the title page or cover of each copy of the said book the official stamp of the Education Department.

8. And that the retail price of each and every copy of each and every edition of the said book shall be printed on the cover or title page thereof. No advertisements of any kind shall appear in any of the said books or upon the covers of the said books, except such as are approved by the Education Department.

9. And that for the better securing the retail sale of the said book at a price not exceeding that above set forth as the maximum retail price, the publishers shall make the sale to any purchaser buying quantities of such book of one dozen and upwards at one time at prices at least twenty-five per cent. lower than the said prescribed retail prices, and that to purchasers of the said book in lots of the sale value of seventy-two dollars, computed at the said retail prices, the said publishers shall make a reduction of twenty-five and five per cent. in the price thereof, and in lots of the sale value of two hundred and fifty dollars, computed at the said retail prices, the said publishers shall make a reduction of twenty-five and five per cent. in the price thereof, and that the said publishers shall and will from time to time and at all times keep on hand a sufficient quantity of copies of the said book to supply all demands of the public and trade therefor.

10. And that the Minister of Education, or any person by him appointed in writing for that purpose, shall and may from time to time and at any time during business hours enter the warehouse and all other business premises or any part thereof of the publishers, for the purpose of inspecting any and every edition or issue of such authorized book and every copy thereof, and shall have a right to take sample sheets or other samples of material or sample copies of said books for the purpose of examination, whenever he thinks proper so to do.

11. And that in case the said Education Department shall at any time after the expiration of three years, consider that the retail price and scale of discounts heretofore mentioned of the said book should be reduced, the Minister of Education may arrange, as in his discretion he deems proper, after hearing the statements of the publishers a reduced retail price and scale of discounts. Provided always that the said reduced retail price and reduced scale of discounts shall allow to the said publishers, in the opinion of the Minister of Education, a fair margin of profit, consideration being duly taken of the original cost of preparing the book, the authors' royalties, the cost of publishing an edition, and the current sales, and provided that the change in prices aforesaid shall not take effect until six months after notice in writing has been given to the publishers by the Education Department.

12. And the said publishers will not print or publish, nor cause nor authorize to be printed or published, nor be in any way accessory to the printing or publishing of any edition or copy or copies of the said book in the United States or anywhere else without the limits of the Province of Ontario, to be sold within the said Province of Ontario.

13 And that the publishers shall not in any way, without the express consent in writing of the Minister of Education acting on behalf of the Education Depart-

ment, assign any right conferred upon such publishers by this indenture, and in case the publishers or any other persons entitled to any right by virtue of this indenture shall assign the same to any other person without the said consent the right of the publishers or such other person under this indenture shall at the discretion of the Education Department thereupon cease and become forfeit and absolutely at an end.

14 And that upon the Minister of Education giving to the said publishers six months' notice, the Education Department may require the alteration of the contents of the said book, and may alter any of the specifications hereinbefore contained, provided the publishing is not thereby made more expensive ; but that no change shall be made by the publishers in the contents of the said book, nor any addition thereto, nor any omission therefrom, nor any notes or appendices thereto, nor any other change in the subject matter thereof, without the consent in writing of the said Education Department first had and obtained. The notice hereinbefore provided for may be given by publication thereof in two issues of any newspaper published in the city of Toronto and in *The Ontario Gazette*, or by delivery of the same to the said publishers.

15. And that the publishers shall have for three years from the first day of October in the year of our Lord one thousand eight hundred and ninety-five the sole right to print and publish within the said Province of Ontario, and Dominion of Canada the said book. Provided always, however, that any other publisher may be permitted to publish the said book at any time after the expiration of the said period, by permission to be obtained from the Department of Education for Ontario, subject to authors' royalties, share of original cost of production, and such terms and conditions as the Minister of Education in his discretion may deem expedient.

16. And the publishers hereby agree that if the publishers or any of them (if more persons than one are of the first part hereto) deliberately disregard the terms of this indenture, or fail to carry out the same in a matter of substance, the publishers shall absolutely forfeit all his or their rights under this indenture, and the Minister of Education may apply to any Division of the High Court of Justice for Ontario to restrain the publishers from further printing, publishing or selling any copies of the said book.

17. Provided and it is hereby expressly agreed that no edition or copy of the said book shall be printed or published by the publishers until the publishers shall have executed these presents and shall have executed to Her Majesty the Queen a bond in the penal sum of two thousand dollars, with two sureties approved by the Minister of Education, each bound in the sum of one thousand dollars, conditioned for the due observance and fulfilment by the publishers of all the terms, conditions, clauses, agreements, obligations and covenants herein contained, and also of the regulations of the Education Department from time to time in force respecting text-books for use in the Public Schools.

18. It is hereby expressly declared and agreed that the Minister of Education may, on giving the publishers one year's notice in writing, terminate this indenture at any time after the expiration of five years from the date hereof, but this provision shall not affect the right of the party of the second part to rescind and declare forfeited this indenture as otherwise hereinbefore provided for.

19. To prevent any possibility of misapprehension, it is hereby expressly declared and agreed that in case there are more persons than one named as *of the first part* hereto, the breach by any one of such persons of any covenant, term or condition herein contained, whether such covenant, term or condition is affirm-

ative or negative, shall be a breach for which all such persons shall be liable. It is also understood and agreed between the parties hereto that this indenture contains the whole agreement with respect to the publication of the said book, and that the same is not and has not been and cannot be altered or varied by any verbal statements or explanations made between or by any of the parties hereto.

20. And that should any difference of opinion arise between the parties hereto as to the construction to be put upon any of the terms, conditions and agreements herein contained, the same shall be determined by the Attorney-General of Ontario, after giving the parties hereto an opportunity of presenting their views, in person or by counsel, and such determination by the said Attorney-General shall be final and conclusive and binding upon the parties to this indenture.

21. It is understood and agreed between the parties hereto that this indenture is entered into subject to the approval of His Honor the Lieutenant-Governor of the Province of Ontario in Council.

22. It is understood and agreed by the party hereto of the first part that the powers which the Minister of Education has the right to exercise under paragraphs 11 and 15 of this indenture may, at the option of the said Minister, be exercised by any judge of a county court or other official referee holding the office or appointed thereto under the 124th section of the Judicature Act, and to be selected and named by the said Minister from time to time as there is occasion for the purposes of this indenture, and the said judge or referee shall, for the purpose of doing complete justice in the premises, try such issues and settle such questions as the said Minister shall submit. But nothing herein contained shall be understood to affect or impair any other right or powers which are herein reserved to the said Minister of Education in any other paragraph of this indenture.

23. And that in the event of any other publisher being permitted to publish the said book under clause 15 of this agreement the party of the second part will not grant such permission to publish as aforesaid until such other publisher has entered into sufficient bonds and securities as the Minister of Education may deem sufficient for the payment of authors' royalties and the protection of the parties of the first part.

In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of
(Signed)
Clarence A. Day, as to the Copp Clark Co., Ltd.
(Signed)
H. M. Wilkinson, as to signature of Geo. W. Ross.

(Signed) THE COPP CLARK CO., (LIMITED.) [SEAL.]
(Signed) A. W. THOMAS, Secretary.

(Signed) GEO. W. ROSS. [SEAL.]

(No. 51.)

Return to an Order of the House of the Eleventh day of March, 1895, for a Return to all copies of all letters received by the Minister of Education, and by other members of the Government, since the first day of January, 1891, recommending persons for positions on the staff of University College, and of the School of Practical Science. Presented to the Legislature 17th February, 1896. Mr. *Whitney*. (*Not printed.*)

(No. 52.)

Return to an Order of the House of the Twenty-seventh day of March, 1895, for a Return of copies of all correspondence between any member of the Government and any person or persons referring to the establishment of a Normal School in the City of London, and a similar Return referring to the establishment of a Normal School in the Town of Woodstock. Presented to the Legislature 17th February, 1896. Mr. *Whitney*. (*Not printed.*)

(No. 53.)

Return to an Order of the House of the Third day of April, 1895, for a Return of copies of all correspondence between the Municipality of Sudbury and any member of the Government relating to W. A. Quiball, Police Magistrate of Sudbury. Presented to the Legislature 17th February, 1896. Mr. *Whitney*. (*Not printed.*)

(No. 54.)

Report of the Inspector of the Elgin House of Industry and Refuge, for the year 1895. Presented to the Legislature 18th February, 1896. (*Not printed.*)

REPORT

OF THE

MASTER OF TITLES

FOR THE YEAR

1895.

Presented to the Legislative Assembly,

By Command,

J. M. GIBSON,

Secretary.

To His Honor, the Honorable George Airey Kirkpatrick, Lieutenant-Governor of Ontario:

SIR,—I have the honor to submit my annual report covering the business of the Land Titles Office for 1895.

The depression in real estate to which I have referred in my last three reports, as existing in Toronto and its vicinity still continues, and in consequence the amount of business done in this office still remains limited.

Only eight first registrations were granted during the year. These were in respect of property valued at $43,970. In several of these cases special reasons existed for bringing the property under this Act apart from the general advantages attendant upon it.

The ordinary registry offices in Toronto have experienced a falling off of receipts similar to what has occurred in this office, the amount received for registry fees in the Toronto office having amounted to $43,400 in 1889, while last year the entire receipts for East and West Toronto were only $13,113.

In 1889 the fees collected for business done in this office amounted to $10,940.30, while last year they only amounted to $2,034.20. The lands registered in this office being largely suburban have felt the influence of the depression in an excessive degree.

The following table exhibits the business of this office since the Act came into operation on 1st July, 1895:—

Year.	Number of applications granted.	Total value of land as first registered.	Average office cost of each application.	Number of investments registered.	Aggregate fees in office.
From 1st July.		$ c.	$ c.		$ c.
1885	6	60,250 00	20 14	3	113 50
1886	44	977,439 00	25 44	645	2,542 64
1887	49	1,013,679 00	26 08	1,196	4,307 51
1888	35	654,120 00	29 80	2,261	5,855 70
1889	40	887,761 00	31 21	4,679	10,940 30
1890	58	922,680 00	24 66	4,129	9,796 75
1891	28	414,588 00	23 19	3,216	6,994 79
1892	16	99,330 00	22 43	2,611	5,257 20
1893	18	198,165 00	22 16	1,892	4,266 40
1894	8	68,652 00	22 78	1,439	3,401 25
1895	6	43,970 00	80 43	911	2,034 20

There are few persons who have examined into the advantages of the system of registration of titles who are not convinced of its vast superiority over the

very best system of registration of deeds. The registry law of Ontario is said to be the most perfect system of deed registration in existence, and the keeping of separate abstracts for every original or sub-division lot so facilitates the examination of titles that experience shows that the the great majority of owners are unwilling to incur the considerable expense of transferring their lands from one system to the other unless where they contemplate an early sale under sub-division. If an owner contemplates a sale in one block, he does not see any advantage to accrue to him to compensate for the expense he is put to, because under the practice which is prevalent in Ontario of inserting in agreements for sale, conditions which relieve purchasers from producing abstracts of title or deeds not in their actual possession, the expense, or the greater proportion of the expense attendant upon investigation of title falls upon the purchaser. Owners, as a general rule, take it for granted that no question will ever arise upon their titles, so that they do not realize the importance of being able to give a title, in respect of which there can be no difficulty until the difficulty actually arises upon a sale being made or mortgage given. A considerable number of the first registrations in this office, where a sub-division of the land was not contemplated, have been applied for on account of difficulties arising upon examination of the title upon a sale or an attempt to raise money by mortgage. Persons are also deterred from bringing their properties under the Act by the very considerable expense which is entailed by the necessity for advertising the particulars of applications. This is required under the rules wherever an applicant is unable to produce all the title deeds by which the title is traced for forty years. Owing to our registration system, the importance of keeping deeds has not been impressed upon owners as in countries which do not have such a system, and the result is that there are but few cases which have come before me in which an advertisement had not to be inserted in the newspapers. The expense of this in each case is from $9 to $15, according to the length of the descriptions and the number of cases which are pending and can be grouped together. My view is, that since private purchasers and lenders complete their transactions without advertising, that this office might well do so where the value of the property does not exceed, say $3,000, unless where circumstances appear in the examination of the title, which, in the master's opinion render the insertion of an advertisement expedient, and I therefore propose to submit for the consideration of your Honor in Council a rule for this purpose.

It appears to me also, that some relief might be given in respect of payments to the Assurance Fund by giving the applicant the option of either paying the specified contribution of one-quarter of one per cent. on the value, either at the time of first registration or at any time within, say six years thereafter, the amount payable to be a charge upon the land and to be compounded annually with interest at five or six per cent. per annum until paid. No transfer or charge of any portion of the land to be permitted or any transmission registered until the amount is paid,

A provision of this kind would enable those to bring their land under the Act who are convinced of the advantage of doing so, but who are prevented by an immediate payment to the Assurance Fund being required.

The impossibility of stating approximately the expense of first registration until an abstract of title has been obtained from the Registry Office, has also a tendency to prevent the Act being taken advantage of. I think this might with propriety be got over by having for applications for first registration, where an examination of title is required, two scales fixing gross sums for costs, one scale for simple titles requiring the examination of only, say the instruments, and a

higher scale where the examination of a larger number is required. Theorectically, the present tariff which provides a small fee in respect of each instrument examined is more equable, but the gross sums could be placed so low that no one could have upon this head any ground of complaint. In view of the increased responsibility in connection with valuable lands, I think the charges should be higher in respect of these properties. In the exceptional cases where oral evidence is required additional charges must be made, but the great majority of cases would be governed by the suggested "lump charge." Doubtless, under this method the applicant would not fully defray the expense attendant upon the examination of title, but neither do the litigants pay the entire expense of sustaining the courts. It is for the public advantage that the initial stages of the Torrens system should be made as little burdensome as possible, and any loss that may be at first incurred will not only be counterbalanced by the advantage to the public of having lands under this system, but it will be made up by the fees payable in respect of future transactions.

I have considerable correspondence with the Local Master's in respect of matters coming before them with reference to which they desire advice, and I invite inquiries to be freely made whenever they feel any hesitation.

Upon my inspection of the offices of the District Local Master's I found the work upon the whole well and carefully done, but it is obvious that regular inspection is necessary in order to secure uniformity. I regret to say that the work of the Local Master at Port Arthur was not so fully up as it should have been, but while I was there he completed the entries which were standing over. This officer is a capable and fast worker when he applies himself, but is, I regret to say, inclined to be dilatory.

The following table shows the business done in these offices during the year:

Business at offices of Local Master's.	Parry Sound.	Sault Ste. Marie.	Bracebridge.	*Port Arthur.	North Bay.	Rat Portage.
	1895.	1895.	1895.	1895.	1895.	1895.
Freehold patents received from Crown Lands	128	56	69	.....	49	180
Mining lease patents " "	2	3	.....	.....	9	157
Patents entered in register.....	127	92	69	.... ..	58	328
Patents in course of entry	4	4	.....	.. ....	.. ....	9
Number of instruments registered	133	263	64	.....	125	251
Fees payable upon registrations	$341 93	$650 00	$162 10	.....	$239 50	$574 00
Fees payable upon special matters	.....	30 95	... .	.....	12 05	630 00

*Return from Port Arthur for 1895 not received.

I did not deem it necessary to inspect the office at St. Thomas as there has only been one first registration made there, and no other dealings have been had during the year. The master there informs me that he has many inquiries from persons who would probably bring their lands under the system were it not for the initial expense.

Steps are being taken by the councils of the counties of Ontario and Kent to bring the Act into effect in these counties, and I understand the required resolutions have been passed by these councils.

The amounts at the credit of the various Land Titles' Offices in respect of the Assurance Fund on 31st December last, were: Toronto $16,356.27; Bracebridge, $333.49; Parry Sound, $810.15; North Bay, $316.87; Sault Ste. Marie, $997.47; Port Arthur, $1,790.54; Rat Portage, $747.42; St. Thomas, $11.50, making a total of $21,363.71. It must be borne in mind that this fund is not only intended to provide in respect of oversights which may occur upon the investigation of the titles upon first registration, as is very generally supposed, but is also intended to provide an indemnity to the sufferer by mistake or fraud occurring at any time subsequently.

I have the honor to be, Sir,

Your obedient servant,

J. G. SCOTT,

Master of Titles.

(No. 56.)

Return to an Order of the House of the Tenth day of April, 1895, for a Return of copies of all correspondence, documents and writings between any member of the Government, in connection with the recent appointment of Mr. John W. Smith, of the Town of Brampton, as Bailiff of the First Division Court of the County of Peel, and of the dismissal of Mr. George Broddy. Presented to the Legislature, 21st February, 1896. Mr. *St. John.* (*Not printed.*)

(No. 57.)

Statement of the affairs of the Toronto General Trusts Company for the year 1895. Presented to the Legislature, 25th February, 1896. *(Not printed.)*

(No. 58.)

Return to an Order of the House on the Tenth day of April, 1895, for a Return, shewing all actions and references pending before Local Masters which have been pending for more than six months, with the dates, when the matters were brought into the Master's office, the present condition of such matters, and the reasons why same are not disposed of. Mr. *Middleton*. Presented to the Legislature, 27th February, 1896. (*Not printed.*)

(No. 59.)

Detailed Statement of all Bonds and Securities recorded in the Provincial Registrar's Office since the last return submitted to the Legislative Assembly upon the eighth day of March, A.D. 1895, made in accordance with the provisions of R. S. O., cap. 15, sec. 23. Presented to the Legislature, 28th February, 1896. (*Not printed.*)

(No. 60.)

Return to an Order of the House of the Twenty-sixth day of February, 1896, for a Return of copies of all correspondence, papers and documents, except that already brought down, between any member or officer of the Government, or any other person or persons, on the subject of claims for damages for the flooding of lands in the Township of Stevenson by the Government dam at the outlet of Mary Lake. Also, copies of all reports made by any Departmental officer, or any other person, to the Government, or any Department thereof, on the subject of such claims, or the damages occasioned by such works. Presented to the Legislature. 5th March, 1896. Mr. *Langford.* (*Not printed.*)

RETURN

To an Order of the Legislative Assembly, dated 21st February, 1896, shewing :

(1) The amount of stock on hand in each of the Industrial Departments of the Central Prison, at stock taking on 30th September, 1894, and 30th September, 1895.

(2) The amount of material purchased for each of the said departments during the year ending 30th September, 1895.

(3) The amount of wages of all foremen and instructors employed in each of the said shops during the year ending 30th September, 1895.

(4) The number of days' labor of prisoners detailed to each of said shops during said year, showing the total number detailed, whether employed or not.

(5) The amount received and the amount still owing for the produce of said industries sold during the year ending 30th September, 1895, and the amount received during the year ending 30th September, 1895, on account of sales previous to 30th September, 1894.

By Command,

J. M. GIBSON,
Secretary.

Provincial Secretary's Office,
Toronto, February 21st, 1896.

CENTRAL PRISON INDUSTRIES.

No. I.

Statement of stock in each of the various industries, 30th September, 1894, and 30th September, 1895.

——	1894.	1895.
	$ c.	$ c.
Shoe shop	1,109 89	1,455 80
Tailor shop	5,438 13	3,696 34
Woollen mill	8,466 25	10,890 95
Machine shop	22,979 86	19,314 65
North shop	13,562 76	25,686 01
Cordage shop	45,750 33	. . . . .
Basket shop	....	596 74
Brick yard	16,807 13	11,828 06
The piggery	.....	287 08
Totals	114,214 35	73,955 83

No. II.

Statement of amounts for material, etc., purchased for the various industries, year ending 30th September, 1895.

——	$ c.
Shoe shop	4,066 87
Tailor shop	2,752 24
North shop	22,174 80
Machine shop	6,656 14
Broom shop	746 39
Cordage shop	64,287 66
Basket shop	375 73
Woollen mill	8,964 84
The piggery	3,211 45
Fuel and general expenses	8,365 18
Total	121,691 30

No. III.

Statement of wages paid foremen and instructors in the various industries for year ending 30th September, 1895.

——	$ c.
Shoe shop	800 00
Tailor shop	837 17
Woollen mill	1,050 01
Machine shop	1,237 49
Cordage shop	1,608 39
North shop	3,673 45
Broom shop	256 05
Basket shop	211 11
The piggery	751 95
Total	10,410 62

No. IV.

Statement of days' labor of prisoners detailed to industries for year ending 30th September, 1895.

——	Days.
Broom shop	23,336
North shop	20,421
Tailor shop	2,555
Shoe shop	2,085
Machine shop	6,719
Woollen mill	5,293
Cordage shop	19,173
Total	79,612

No. V.

——	$ c.
(1) Amount received for produce of industries sold during year ending 30th Sept., 1895	183,460 71
(2) Amount still owing for produce of industries sold during year ending 30th Sept., 1895	15,213 94
(3) Amount received for produce of industries during year ending 30th Sept., 1895, on account of sales previous to 30th Sept., 1894	15,637 40

STATEMENT

Of Returns forwarded to the Office of the Provincial Secretary of all Fees and Emoluments received by the Registrars of Deeds of the Province of Ontario for the year 1895, made in accordance with the provisions of 56 Vic., cap. 21, secs. 117, 120 and 121, and 57 Vic., cap 9, secs. 6 and 7: with which are contrasted the gross amount of Fees for the years 1893 and 1894

By Command,

J. M. GIBSON,
Secretary.

Provincial Secretary's Office,
Toronto, March 2nd, 1896.

STATEMENT OF RETURNS forwarded to the Office of the Provincial Secretary of all Fees year 1895, made in accordance with the provisions of 56 Vic., cap. 21, secs 117, 120 of Fees for the years

No. of registration division.	Name of registration division.	Name of Registrar.	No. of municipalities.	Schedule A.					
				Instruments registered in 1895		Number instruments.		Patents.	
				Total number.	Fees therefor.	Uncopied.	Copied, but uncompared.	No. registered.	Fees for same.
			1	2	3	4	5	6	7
					$ c.				$ c.
1	Algoma	R. A. Lyon	16	1,092	1,448 74	....	.....	67	41 15
2	Brant	W. B. Wood	7	1,969	2,608 55	4	.....	1	1 55
3	Bruce	Donald Sinclair	27	3,479	4,218 45	...	.	5	7 15
4	Carleton	P. J. Coffey	13	1,955	2,746 15	50	.....	3	4 20
5	Dufferin	William McKim	8	2,282	2,403 45	.....	.....	3	4 20
6	Dundas	Thomas McDonald	8	886	1,088 70	. . .	.....	1	1 40
7	Durham, East	George C. Ward	5	649	891 00	35	35	...	.....
8	Durham, West	J. W. McLaughlin	5	529	695 02	3	..	.. ...	.....
9	Elgin	James H. Coyne	13	3,125	3,838 75	.....	. .	1	1 40
10	Essex	J. Wallace Askin	23	4,451	5,315 05	24	6	39	62 65
11	Frontenac	J. D. Thompson	19	1,331	1,645 00	....	....	5	7 00
12	Glengarry	John Simpson	7	955	1,154 55	. .	.....	.....	.....
13	Grenville	Patrick McCrea	9	1,029	1,375 45	.....	.....	.....	.....
14	Grey, North	Robert McKnight	12	2,252	2,859 00	16	.....	4	6 05
15	Grey, South	Thomas Lauder	10	2,186	2,512 20	4	..	4	5 60
16	Haldimand	William Parker	14	1,210	1,569 85	.....	.....	2	3 10
17	Haliburton	E. C. Young	9	209	289 75	3	3	.....	.....
18	Halton	Donald Campbell	10	1,009	1,713 00	1	5	1	1 40
19	Hastings	Henry W. Day	30	2,519	3,313 25	213	3	9	12 60
20	Huron	J. T. Dickson, Dep. Regr.	24	3,849	4,666 00	.....	.....	.....	. ...
21	Kent	Peter D. McKellar	20	3,813	4,395 40	35	.....	1	1 40
22	Kingston, City	J. P. Gildersleeve	1	698	858 65	6	6	3	4 65
23	Lambton	A. McLean	20	3,920	4,685 35	17	.....	3	4 30
24	Lanark, North	John Menzies	10	739	855 40	.....	.....	.....	.....
25	Lanark, South	James Bell	10	1,178	1,519 50	.....	.....	1	1 40
26	Leeds	Wilmot H. Cole	15	2,123	2,767 05	147	.....	7	10 05
27	Lennox & Addington	Stephen Gibson	17	1,149	1,488 10	.....	.....	5	7 00

and Emoluments received by the Registrars of Deeds of the Province of Ontario for the and 121, and 57 Vic., cap. 9, secs. 6 and 7 ; with which are contrasted the gross amount 1893 and 1894.

Schedule A.

Deeds.		Mortgages.		Discharge of mortgages.		Wills.		Leases.		Abstracts.		No. of registration division.
No. registered. 8	Fees for same. 9	No. registered. 10	Fees for same. 11	No. registered. 12	Fees for same. 13	No. registered. 14	Fees for same. 15	No. registered. 16	Fees for same. 17	No. registered. 18	Fees for same. 19	
	$ c		$ c		$ c.		$ c		$ c.		$ c.	
510	802 20	260	318 00	105	59 45	8	17 25	.....	.....	218	225 55	1
614	960 60	567	904 35	478	244 25	83	168 95	7	15 20	142	145 40	2
1,221	1,845 80	983	1,272 70	850	428 05	82	209 10	5	9 40	1,530	814 25	3
646	1,013 70	579	946 40	442	288 15	52	114 40	8	16 55	552	509 60	4
560	868 10	612	870 60	554	289 85	26	64 15	5	8 95	568	643 60	5
278	420 35	253	391 45	240	121 65	33	58 55	5	7 45	92	98 30	6
216	378 85	198	275 35	106	60 50	30	65 35	2	3 70	115	57 35	7
164	258 55	142	204 55	125	77 75	30	52 80	3	4 50	76	72 95	8
988	1,521 00	916	1,175 20	813	415 70	92	232 50	17	29 75	155	238 00	9
1,407	1,785 65	1,015	1,416 55	938	478 40	56	114 50	637	964 05	497	746 80	10
418	616 40	371	509 50	340	224 15	48	79 95	36	58 10	132	124 75	11
307	476 84	248	327 25	208	105 25	57	78 26	11	20 35	196	217 40	12
345	543 75	292	504 05	245	125 90	42	67 65	3	5 55	182	178 15	13
737	1,084 90	635	1,000 95	578	292 05	51	121 10	4	7 05	615	560 70	14
675	963 20	695	918 70	604	260 45	26	96 40	18	26 75	504	411 50	15
394	624 75	326	489 75	292	146 70	67	138 00	4	6 20	244	179 65	16
110	160 40	37	77 20	38	26 50	7	9 05			26	16 35	17
289	436 60	317	430 60	225	114 75	28	59 60	5	11 75	261	125 35	18
703	1,396 10	690	1,048 45	536	275 50	90	178 45	28	48 90	467	646 55	19
1,257	1,853 55	1,149	1,463 30	987	504 20	115	207 65	5	10 00	1,340	908 70	20
1,304	1,903 75	1,068	1,264 70	931	470 15	84	164 30	14	24 00	439	515 30	21
190	287 45	196	264 40	182	126 20	20	32 55			29	39 72	22
1,457	2,153 80	1,089	1,377 95	948	475 95	85	159 95	22	38 80	713	443 90	23
225	356 55	298	338 60	159	80 50	22	36 40	1	3 05	75	80 40	24
376	563 35	353	556 75	279	141 95	38	71 30	2	2 95	172	106 10	25
753	1,192 95	596	906 75	486	245 45	105	171 40	12	20 10	304	387 15	26
414	618 95	298	444 50	250	125 00	36	70 25	....	.	110	176 75	27

STATEMENT OF RETURNS forwarded to the Office of the Provincial Secretary of all Fees year 1895, made in accordance with the provisions of 56 Vic., cap 21, secs. 117, 120 of Fees for the

No. of registration division	Name of registration division.	Name of Registrar.	Schedule					
			Searches.		Mechanics' liens.		All other instruments.	
			No. registered.	Fees for same	No. registered.	Fees for same.	No. registered.	Fees for same
			20	21	22	23	24	25
				$ c.		$ c.		$ c.
1	Algoma	R. A. Lyon	800	226 95	8	2 00	134	208 60
2	Brant	W. B. Wood	1,395	397 30	2	75	217	312 90
3	Bruce	Donald Sinclair	860	214 90	17	4 35	312	441 90
4	Carleton	P. J. Coffey	927	379 05	6	3 95	219	352 80
5	Dufferin	William McKim	725	332 35	13	3 85	212	293 75
6	Dundas	Thomas McDonald	449	142 55	9	2 25	67	85 60
7	Durham, East	George C. Ward	260	115 17	1	35	66	104 90
8	Durham, West	J. W. McLaughlin	281	101 78			63	96 87
9	Elgin	James H. Coyne	1,848	477 35	8	2 10	290	461 10
10	Essex	J. Wallace Askin	2,108	1,153 55	15	7 45	344	486 40
11	Frontenac	J. D. Thompson	946	236 50	3	75	146	207 80
12	Glengarry	John Simpson	528	157 20	1	25	123	146 35
13	Grenville	Patrick McCrea	412	114 40	1	25	103	128 30
14	Grey, North	Robert McKnight	951	260 10			243	337 00
15	Grey, South	Thomas Lauder	377	113 35	5	1 25	159	239 85
16	Haldimand	William Parker	556	309 85			125	161 35
17	Haliburton	E. C. Young	61	16 90	2	50	15	16 10
18	Halton	Donald Campbell	627	325 30	1	25	120	166 00
19	Hastings	Henry W. Day	1,580	397 05	1	25	361	352 95
20	Huron	J. T. Dickson, Dep. Regr.	1,500	460 60	5	1 40	431	623 90
21	Kent	Peter D. McKellar	1,522	540 95	8	2 00	403	565 10
22	Kingston, City	J. P. Gildersleeve	374	160 38	5	2 00	102	141 45
23	Lambton	A. McLean	2,055	879 85	4	1 00	312	473 60
24	Lanark, North	John Menzies	95	53 10			34	41 30
25	Lanark, South	James Bell	684	204 75	5	1 25	124	171 55
26	Leeds	Wilmot H. Cole	1,242	336 75	4	1 50	160	218 85
27	Lennox & Addington.	Stephen Gibson	383	179 80	1	25	145	222 15

and Emoluments received by the Registrars of Deeds of the Province of Ontario for the and 121, and 57 Vic. cap. 9, secs. 6 and 7; with which are contrasted the gross amount years 1893 and 1894.

A.—Continued.

Received for work done for other municipalities.	Received for other services not enumerated.	Fees earned and not received.	Gross amount (if any) returned for 1892.	Gross amount (if any) returned for 1891.	Gross amount actually received for 1893.	Paid deputy registrar for services.	Other office charges paid by Province.	No. of registration division.
30	31	32	33	34	35	36	37	
$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	
	87 80		1,397 60 Salary 400 00	1,253 16	1,843 83	190 00	240 00	1
	20 40	107 70	3,331 10	3,720 10	2,957 50	420 00	100 00	2
	252 50	1,013 74	3,107 10	3,190 10	3,432 67	621 00	207 10	3
		94 65	2,781 00	3,003 10	3,723 05	360 00	321 65	4
	184 00		3,076 00	3,171 85	3,205 50	760 00	240 00	5
	3 10		1,004 40	1,479 55	1,456 40	301 00	8 75	6
	35 00	11 01	1,328 12	1,251 00	1,200 50	480 00	30 00	7
	62 00	10 84	982 00	1,307 75	1,184 70	120 00	70 00	8
393 57	591 70	15 00	1,670 20	1,017 15	1,520 75	327 40	162 21	9
	24 30		7,256 10	7,028 00	7,079 05	360 00	270 00	10
		118 77	1,096 00	2,263 00	2,116 00	840 00	91 97	11
	22 75	280 00	1,791 00	1,480 00	1,560 00	300 00	38 50	12
	11 30		1,872 10	1,757 15	1,994 30	720 00	170 00	13
		678 10	1,774 00	2,014 00	2,000 00	600 00	150 10	14
	110 35	135 00	3,198 00	3,004 30	2,951 00	480 00	365 10	15
	27 30	106 50	3,007 50	3,271 00	3,127 00	1,200 00	92 00	16
1 00	2 70		256 70	261 70	256 00			17
	11 00	70 75	1,774 00	2,003 00	1,800 00	720 00	101 00	18
	110 00	2,000 00	1,346 30	1,300 00	1,300 00	1,000 00	300 00	19
		721 70	1,702 50	1,604 70	1,500 00	420 00	1,000 00	20
	87 00	542 30	6,000 70	6,000 00	6,847 30	1,200 00	1,310 70	21
			1,520 00	1,702 50	1,110 00	720 00	91 00	22
	78 00	287 00	6,865 40	6,375 00	6,771 20	960 00	1,512 00	23
		1 10	988 50	903 00	1,015 00	91 00	3 00	24
	60 10	300 00	3,073 45	3,001 70	3,720 00	800 00	300 00	25
		70 00	2,807 70	3,100 20	3,200 00	3,100 00	70 00	26
3	87 10	46 00	1,900 7	1,971 50	1,720 50	300 00	145 00	27

STATEMENT OF RETURNS forwarded to the Office of the Provincial Secretary of all Fees year 1895, made in accordance with the provisions of 56 Vic., cap 21, secs. 117, 120 of Fees for the

No. of registration division.	Name of registration division.	Name of Registrar.	Schedule			
			Surplus to municipality.		Amount surplus for 1894.	Amount due to Province under 57 Vic., cap. 9, sections 6 and 7.
			Amount. 32	When paid. 32a	33	34
			$ c.		$ c.	$ c.
1	Algoma	R. A. Lyon				
2	Brant	W. B. Wood			74 80	
3	Bruce	Donald Sinclair	984 98	Jan. 10, 1896	983 23	478 39
4	Carleton	P. J. Coffey	218 04	Jan. 14, 1896	286 62	102 44
5	Dufferin	Wm. McKim	169 20	Jan. 14, 1896	60 62	131 36
6	Dundas	Thomas McDonald				
7	Durham, East	George C. Ward				
8	Durham, West	J. W. McLaughlin				
9	Elgin	James H. Coyne	578 55	Jan. 14, 1896	823 64	363 97
10	Essex	J. Wallace Askin	1,869 45	Jan. 17, 1896	2,064 00	643 33
11	Frontenac	J. D. Thompson				
12	Glengarry	John Simpson				
13	Grenville	Patrick McCrea				
14	Grey, North	Robert McKnight	221 66	Jan. 13, 1896	179 87	108 62
15	Grey, South	Thomas Lauder	79 66	Jan. 8, 1896	51 68	66 65
16	Haldimand	William Parker				
17	Haliburton	E. C. Young				
18	Halton	Donald Campbell				
19	Hastings	Henry W. Day	500 15	Jan. 14, 1896	654 52	152 18
20	Huron	J. T. Dickson, Dep. Reg.	277 62	Jan. 15, 1896	1,417 42	91 40
21	Kent	Peter D. McKellar	1,019 35	Jan. 15, 1896	1,279 15	91 50
22	Kingston, City	J. P. Gildersleeve				
23	Lambton	A. McLean	1,291 70	Jan. 10, 1896	1,437 53	99 94
24	Lanark, North	John Menzies				
25	Lanark, South	James Bell				
26	Leeds	Wilmot H. Cole	152 91		146 07	52 09
27	Lennox & Addington	Stephen Gibson				

and Emoluments received by the Registrars of Deeds of the Province of Ontario for the and 121, and 57 Vic. cap. 9, secs. 6 and 7; with which are contrasted the gross amount years 1893 and 1894.

A.—*Concluded.*

Surplus to Provincial Treasurer.		Surplus to Provincial Treasurer 1894.	Net amount received by registrar.	Schedule B.—Return of mortgages.					Mortgages registered for year 1895.		No. of registration division.
Amount.	When paid.			Number of mortgages registered where consideration is nominal or amount not specified	Number mortgages registered under $1,000.	Number mortgages registered over $1,000 and under $2,000.	Number mortgages registered over $2,000 and under $5,000	Number mortgages registered over $5,000.	Number.	Amount	
35	35a	36	37	c1	c2	c3	c4	c5	39	40	
$ c.		$ c.	$ c.							$ c.	
77 81	Jan. 15, 1896	31 51	2,061 24	9	232	8	8	3	260	598,884 00	1
.. ....	. . . . .	. .	2,121 90	3	345	115	83	21	567	810,129 06	2
478 39	Jan. 20, 1896	115 73	2,878 39	31	617	200	96	9	983	1,107,482 76	3
162 44	Jan. 15, 1896	10 43	2,159 17	3	413	112	12	9	579	582,186 98	4
..... .	. . . . .	.	2,275 44	56	365	126	56	9	612	580 294 06	5
. . . . .	....		823 80	8	164	58	21	2	253	242,4 1 07	6
. . . .	. . . . .	.	698 62	1	101	52	26	3	183	219 554 95	7
..	. .	. .	337 23	1	72	32	35	2	112	219,247 49	8
363 97	Jan 14, 1896	111 16	2,763 97	12	618	174	97	15	916	997,601 32	9
643 33	Jan. 17, 1896	263 33	3,013 34	29	697	181	89	19	1,075	1,145,991 19	10
. . . .	. . . . .	. .	1,569 93		272	54	28	7	371	983 554 23	11
.	..	..	1,188 70	1	169	63	14	1	248	270,889 00	12
....		.	869 50		195	66	21	5	287	317,664 42	13
108 62	Jan. 14, 1896	. .	2,420 26	21	442	128	39	5	635	552,873 88	14
66 65	Jan. 22, 1896		2 083 21	15	457	126	42	.	640	542,9[illegible] 50	15
.. . .	. . . .		1,067 50	13	218	69	24	2	326	283,652 21	16
...	. . . . .	.	337 70	1	30	1	1	1	37	18,977 00	17
.....	. . . .	. . .	779 87	10	177	67	54	6	314	297,520 95	18
152 18	Jan. 14, 1896	16 80	2,507 27	9	491	121	62	7	690	1,290,210 62	19
91 10	Jan. 15, 1896	. .	3,817 98	67	616	259	195	12	1,149	1,377,218 62	20
91 50	Jan. 15, 1896		2,116 11	29	730	265	89	15	1,008	1,015,920 22	21
.....	....	. .	527 80	2	123	36	25	10	196	284,579 00	22
99 94	Jan. 18, 1896	9 25	2,149 76	47	733	191	102	16	1,089	1,088,194 96	3
. ....	. . . . .	..	943 50	8	111	15	11	1	146	108,569 40	24
... ...	..... .	.....	1,173 45	7	274	29	29	4	353	304,897 56	25
.....	.. ..	.....	2,013 40	9	385	116	67	19	596	747,615 75	26
.....	....	.....	1,456 75	. . . . .	199	54	41	4	298	638,394 00	27

STATEMENT OF RETURNS of all Fees and Emoluments received by the Regis-

No. of Registration Division.	Name of Registration Division.	Name of Registrar.	Schedule						
			No. of municipalities.	Instruments registered in 1895		Number instruments.		Patents	
				Total number.	Fees therefor.	Uncopied.	Copied, but uncompared.	No. registered.	Fees for same.
			1	2	3	4	5	6	7
					$ c.				$ c.
28	Lincoln	James G. Currie	14	2,033	2,433 75	92	51	4	8 60
29	London, City	Wm. C. L. Gill	1	1,652	1,801 60				
30	Manitoulin	D. R. Springer	32	648	526 25	4		71	1 40
31	Middlesex, N. and E.	John Waters	14	2,350	2,665 58	23	30		
32	Middlesex, West	Stephen Blackburn	9	1,238	1,335 18				
33	Muskoka	John E. Lount	27	1,118	1,447 95	58	25	20	28 15
34	Nipissing	William Doran	22	655	815 60	17		3	4 20
35	Norfolk	A. J. Donly	13	2,046	2,755 59			1	1 40
36	Northumberland, E.	A. E. Mallory	9	1,180	1,635 04				
37	Northumberland, W.	F. W. Field	5	605	782 60	67			
38	Ontario	John H. Perry	17	1,945	2,667 05	35		1	1 85
39	Ottawa, City	Alexander Burritt	1	2,608	3,483 65	17		16	24 00
40	Oxford	George R. Pattullo	17	3,013	4,034 35	77			
41	Parry Sound	Thomas Kennedy	47	1,103	1,410 70			20	30 35
42	Peel	Kenneth Chisholm	8	1,388	1,677 60				
43	Perth, North	D. D. Hay	9	1,826	2,204 20	48		1	1 40
44	Perth, South	Patrick Whelihan	7	987	1,210 70	65	71		
45	Peterborough	Bernard Morrow	20	1,846	2,223 10	67	2		
46	Prescott	John Higginson	9	1,161	1,463 89	58			
47	Prince Edward	Walter McKenzie	9	1,011	1,549 38	199	7	4	6 05
48	Rainy River	Frank J. Apjohn	3	264	134 90	9			
49	Renfrew	Andrew Irving	26	2,145	2,664 00	13	6	10	14 10
50	Russell	James Keays	6	775	998 95				
51	Simcoe	Samuel Lount	27	4,253	5,520 78	30	16	2	2 80
52	Stormont	John C. Alquire	5	907	1,246 95			1	1 40
53	Thunder Bay	J. M. Munro	27	377	592 65				
54	Toronto, East	Peter Ryan	1	3,751	4,668 75	10	25	2	3 95
55	Toronto, West	Charles Lindsey	1	3,314	4,315 45	9	9		

trars of Deeds of the Province of Ontario for the year 1895.—*Continued.*

A.—*Continued.*

Deeds		Mortgages.		Discharge of mortgages		Wills.		Leases.		Abstracts.		No. of registration division.
No. registered.	Fees for same.	No. registered.	Fees for same.	No. registered.	Fees for same.	No. registered.	Fees for same.	No. registered.	Fees for same.	No. registered.	Fees for same.	
2	3	10	11	12	13	14	15	16	17	18	19	
	$ c.		$ c.		$ c.		$ c.		$ c.		$ c.	
708	1,027 40	627	881 70	441	268 70	60	112 40	41	66 25	782	894 20	28
651	673 20	522	709 80	366	203 80	20	91 50	1	1 85	95	115 10	29
180	197 10	84	111 30	31	21 15	2	12 25	1	3 00	172	13 70	30
805	1,180 10	510	768 10	72	372 80	38	701 25		72 40	213	248 71	31
478	503 40	320	294 40	207	337 20	28	70 40	13	93 18	180	204 40	32
191	192 60	230	248 10	102	78 25	18	20 40	5	6 85	98	248 00	33
230	252 50	166	242 50	56	42 50	9	11	1	3 00	195	104 15	34
766	1,197 50	570	1,130 10	477	396 00	45	133 75	27	47 60	241	330 20	35
519	810 00	365	696 50	220	154 50	18	109 00	31	70 15	84	254 00	70
154	228 50	161	253 00	146	80 00	31	78 75	3	5 00	170	282 50	37
641	986 40	542	886 40	360	280 75	50	172 25	4	8 50	386	863 00	38
716	1,189 50	800	1,264 00	608	346 00	60	80 00	1	12 00	777	614 40	39
789	1,142 75	552	1,070 00	527	442 50	60	177 15	9	17 40	837	427 00	40
122	215 50	136	247 50	91	54 15	8	31 50	5	1 25	251	250 00	41
313	473 20	207	458 50	180	190 40	36	89 60	3	2 65	220	253 70	42
398	597 60	326	738 40	330	305 20	26	83 85			160	300 00	43
252	415 50	236	497 50	241	132 60	25	100 10	3	1 40	270	297 70	44
126	186 30	111	262 50	100	213 95	42	92 75	9	14 00	140	251 00	45
151	207 60	151	186 60	280	146 00	30	73 75	1	0 10	153	164 60	46
320	495 50	210	468 50	201	192 40	31	57 50	3	7 80	70	140 00	47
110	164 60	70	70 00	35	47 50	5				135	166 50	48
881	1,220 75	6,510	925 50	555	296 80	44	73 00	2	0 80	530	175 00	49
261	474 00	220	160 00	157	109 50	18	15 00	3	1 80	305	155 00	50
1,577	2,307 40	1,207	1,799 10	923	479 05	166	298 50	9	17 80		1,297 00	51
462	673 50	284	457 10	250	210 50	30	77 50	6	3 00	317	60 50	52
204	318 10	63	132 50	40	37 70	6	33 70			145	157 00	53
809	1,262 00	910	1,189 00	537	364 00	67	210 00	42	181 70	365	178 40	54
860	1,158 20	751	1,186 00	793	376 00	97	186 40	7	17 00	396	459 10	55

STATEMENT OF RETURNS of all Fees and Emoluments received by the Regis-

No. of registration division.	Name of registration division.	Name of Registrar.	Schedule					
			Searches.		Mechanics' liens.		All other instruments.	
			No. registered. 20	Fees for same. 21	No. registered. 22	Fees for same. 23	No. registered. 24	Fees for same. 25
				$ c.		$ c.		$ c.
28	Lincoln	James G. Currie	767	269 15	3	1 25	205	267 05
29	London, City	Wm. C. L. Gill	974	415 65	23	8 10	184	259 15
30	Manitoulin	D. R. Springer	215	53 95	2	50	25	34 10
31	Middlesex, N. and E.	John Waters	1,196	574 18	6	1 50	222	290 78
32	Middlesex, West	Stephen Blackburn	399	183 75	.....	.....	84	120 05
33	Muskoka	John E. Lount	812	235 60	6	1 50	204	222 40
34	Nipissing	William Doran	303	75 75	15	3 75	95	82 40
35	Norfolk	A. J. Donly	1,676	442 05	2	50	225	348 00
36	Northumberland, E.	A. E. Mallory	365	154 50	4	1 00	114	202 95
37	Northumberland, W.	F. W. Field	397	118 45	.....	.....	85	103 60
38	Ontario	John H. Perry	845	222 70	10	2 50	218	355 95
39	Ottawa, City	Alexander Burritt	1,136	284 45	32	10 10	288	544 25
40	Oxford	George R. Pattullo	1,917	594 35	3	85	332	478 60
41	Parry Sound	Thomas Kennedy	987	262 75	7	2 50	107	149 35
42	Peel	Kenneth Chisholm	864	258 00	1	25	251	321 10
43	Perth, North	D. D. Hay	834	204 80	.....	.....	188	251 75
44	Perth, South	Patrick Whelihan	315	82 75	1	25	126	169 35
45	Peterborough	Bernard Morrow	920	377 25	3	1 50	222	279 85
46	Prescott	John Higginson	278	74 10	4	1 40	100	164 65
47	Prince Edward	Walter McKenzie	456	144 55	6	1 50	128	165 25
48	Rainy River	Frank J. Apjohn	12	4 25	5	1 25	53	56 20
49	Renfrew	Andrew Irving	1,000	414 31	5	1 25	183	286 05
50	Russell	James Keays	74	18 50	2	1 00	47	46 80
51	Simcoe	Samuel Lount	1,609	572 45	25	6 25	423	679 25
52	Stormont	John C. Alguire	798	263 10	5	1 25	89	123 60
53	Thunder Bay	J. M. Munro	179	109 55	3	75	59	93 20
54	Toronto, East	Peter Ryan	4,064	1,178 00	47	12 45	997	1,163 60
55	Toronto, West	Charles Lindsey	3,845	1,220 20	29	7 35	820	1,099 75

trars of Deeds of the Province of Ontario for the year 1895.—*Continued.*

A.—*Continued.*

Received for work done for municipalities. 26	Received for other services not enumerated. 27	Fees earned and not received. 28	Gross amount fees earned for 1895. 29	Gross amount fees earned for 1894. 30	Gross amount fees earned for 1893. 30a	Paid deputy registrar for services. 31	Other office charges paid by registrar. 31a	No. of registration division.
$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	
	65 35	340 00	3,622 45	3,084 24	3,236 96	400 00	512 74	28
324 90			2,361 80	2,626 51	2,853 05	364 00	281 85	29
	33 15	15 75	Salary 600 00 526 25	571 65	530 45		31 43	30
	68 25	84 80	3,601 72	3,664 90	3,904 85	416 00	358 25	31
	59 05	75 00	1,857 38	1,918 95	2,035 05	520 00	2[illegible] 00	32
	76 20	142 60	2,603 40	1,780 10	2,121 60	500 00	115 00	33
			995 50	990 40	711 20	400 00	16 18	34
	70 00	15 70	3,732 85	3,796 80	3,533 55	600 00	541 00	35
	103 71	172 65	2,464 78	2,445 45	2,417 85	475 00	217 00	36
	28 40	349 90	1,171 80	1,285 45	1,225 85	420 00	14 50	37
	45 00		3,595 65	3,378 85	3,343 80	466 10	319 00	38
255 75	82 20		4,722 85	4,338 75	4,532 80	1,040 00	197 06	39
	111 55		5,466 35	5,410 81	5,185 50	800 80	921 81	40
	100 50	200 70	1,782 95	1,703 30	1,[illegible]75 75	360 00	29 50	41
	69 95	25 50	2,291 25	2,149 70	2,223 50	700 00	290 [illegible]	42
	37 05	219 50	2,815 40	3,021 55	2,815 80	720 00	470 [illegible]	43
	59 05	284 80	1,569 05	1,464 85	1,617 60	600 00	149 85	44
		75 00	3,240 55	3,422 00	3,881 80	805 00	500 01	45
	86 50		1,778 79	1,845 25	1,663 60	420 00	25 [illegible]	46
	29 25	71 95	1,549 38	1,825 90	1,649 05	800 00	57 00	47
			Salary 700 00 434 90	619 90	622 35	720 00		48
	102 50		5,362 86	3,192 05	3,479 55	850 00		49
225 00			1,484 85	1,449 80	1,418 50	400 00		50
	147 15	978 00	7,528 33	7,723 41	7,926 70	850 00	2,181 50	51
		78 75	1,664 25	1,888 25	1,735 70	280 [illegible]	81 78	52
		21 40	926 65	1,075 90	1,432 20	295 00	10 00	53
	93 65		6,818 70	9,129 45	10,872 85	1,000 00	2,447 30	54
93 50	100 60		6,295 35	8,725 35	10,857 25	1,660 15	2,884 80	55

STATEMENT OF RETURNS of all Fees and Emoluments received by the Regis-

No. of registration division.	Name of registration division.	Name of Registrar.	Surplus to municipality.		Amount surplus for 1894.	Schedule Amount due to Province under 57 Vic., cap. 9, sections 6 and 7.
			32 Amount.	32a When paid.	33	34
			$ c.		$ c.	$ c.
28	Lincoln	James G. Currie	186 73	Jan. 18, 1896	67 44	176 89
29	London, City	Wm. C. L. Gill			12 65	21 59
30	Manitoulin	D. R. Springer				
31	Middlesex, N. and E.	John Waters	155 07	Jan. 2, 1896		176 28
32	Middlesex, W.	Stephen Blackburn				
33	Muskoka	John E. Lount				
34	Nipissing	William Doran				
35	Norfolk	A. J. Donly	219 85	contra acct	239 04	124 40
36	Northumberland, E.	A. L. Mallory				
37	Northumberland, W.	F. W. Field				
38	Ontario	John H. Perry	129 13	Jan. 15, 1896	125 77	146 28
39	Ottawa, City	Alexander Purritz	611 00	Jan. 14, 1896	457 25	251 19
40	Oxford	George R. Cattallo	933 17	Jan. 15, 1896	955 40	212 26
41	Parry Sound	Thomas Kennedy				
42	Peel	Kenneth Chisholm				
43	Perth, North	D. D. Hay	31 54	Jan. 9, 1896	54 31	12 52
44	Perth, South	Patrick Whelihan				
45	Peterborough	Bernard Morrow	118 11	Jan. 14, 1896	134 40	10 84
46	Prescott	John Higginson				
47	Prince Edward	Walter McKenzie				
48	Rainy River	Frank J. Applehn				
49	Renfrew	Andrew Irving	122 60	Jan. 3, 1896	88 53	
50	Russell	James Keays				
51	Simcoe	Samuel Lount	2,014 16	Jan. 14, 1896	2,116 70	159 77
52	Stormont	John C. Alguire				
53	Thunder Bay	J. M. Munro				
54	Toronto, East	Peter Ryan	1,679 35		2,814 72	21 20
55	Toronto, West	Charles Lindsey	1,397 68	Jan. 15, 1896	2,612 68	52 57

trars of Deeds of the Province of Ontario for the year 1895—*Continued.*

A.—*Concluded.*				Schedule B.—Return of mortgages.							
Surplus to Provincial Treasurer.		Surplus to Provincial Treasurer, 1894	Net amount received by registrar.	Number of mortgages registered where consideration or amount not specified.	Number of mortgages registered over $1,000.	Number mortgages registered over $1,000 and under $2,000.	Number mortgages registered over $2,000 and under $5,000.	Number mortgages registered over $5,000.	Mortgages registered for year 1895.		No. of registration division.
Amount.	When paid.								Number.	Amount.	
35	35a	36	37	41	42	43	44	45	39	40	
$ c		$ c	$ c							$ c	
1 80	Jan. 18, 1896	3 63	2,026 60	12	384	96	73	18	583	870,731 82	28
21 59	Jan. 9, 1896		1,715 07	5	371	84	70	19	541	688,844 40	29
			1,016 67	8	75	4	2		81	78,450 00	30
			2,411 32	14	552	170	111	14	661	896,238 00	31
			1,812 48	5	222	74	24	2	326	303,417 48	32
			1,378 19	4	204	62	30	3	253	263,117 19	33
			900 30	2	156	14	6	2	180	143,160 48	34
			2,243 00	3	420	84	34	4	545	480,807 00	35
			1,641 09		269	69	29	1	299	271,969 12	36
			737 30		111	29	10	1	161	184,771 11	37
146 28	Jan. 15, 1896	2 67	2,335 14	13	336	105	42	15	562	721,492 00	38
254 19	Jan. 14, 1896	26 00	2,623 69	4	449	144	107	65	869	1,043,089 69	39
212 20	Jan. 28, 1896	42 23	2,495 28	43	495	208	117	34	897	1,208,754 00	40
			1,197 75	5	174	5	4		188	87,140 00	41
			1,301 25	14	194	106	69	14	397	496,897 25	42
			1,625 31	1	321	123	90	4	1,050	711,402 12	43
			810 20	5	152	63	65	2	288	287,787 00	44
		45 94	1,867 59	5	361	87	47	11	511	681,230 01	45
			1,333 16	1	267	66	17		350	262,763 68	46
			712 35		163	51	29	5	248	282,894 60	47
			414 99	3	42	8	6		79	49,586 36	48
			2,390 26	14	488	70	32	6	610	541,763 01	49
			1,484 85		192	27	6	3	228	146,972 15	50
120 77	Jan. 14, 1896	152 63	2,372 81	27	876	198	98	10	1,209	1,042,470 00	51
			1,292 92		235	40	14		289	200,080 00	52
			630 25	1	45	8	4	5	63	119,859 44	53
			1,690 85	13	386	194	189	127	910	3,214,964 00	54
92 57	Jan. 15, 1896	26 00	1,960 30	12	402	173	140	37	764	1,512 00 78	55

STATEMENT OF RETURNS of all Fees and Emoluments received by the Regis-

No. of registration division.	Name of registration division.	Name of Registrar.	No. of municipalities.	Schedule					
				Instruments registered in 1895		Number instruments.		Patents	
				Total number.	Fees therefor.	Uncopied.	Copied, but uncompared.	No. registered.	Fees for same.
			1	2	3	4	5	6	7
					$ c.				$ c.
56	Victoria	Charles D. Barr	18	1,889	3,533 35	.....	...	...	.....
57	Waterloo	Isaac Master	13	2,550	3,069 60	14	300	4	5 75
58	Welland	James E. Morin	16	2,403	3,431 00	12	.....	3	6 05
59	Wellington, North	John Anderson	11	1,710	2,063 50	15	51	5	7 00
60	Wellington, S. and C	N. Higginbotham	11	1,759	2,100 00	42	.....	2	2 80
61	Wentworth	Wm. Martin, Acting Reg	10	4,378	5,135 60	133	.....	1	1 40
62	York, East and West	John T. Gilmour	14	2,498	3,448 75	2	4	1	1 55
63	York, North	James J. Pearson	10	1,216	1,665 35	.....	...	.....	.....

trars of Deeds of the Province of Ontario for the year 1895.—*Continued.*

A.—*Continued.*

Deeds.		Mortgages.		Discharge of mortgages.		Wills.		Leases.		Abstracts.		No. of registration division.
No. registered.	Fees for same.	No. registered.	Fees for same.	No. registered.	Fees for same.	No registered.	Fees for same.	No. registered.	Fees for same.	No. registered.	Fees for same	
8	9	10	11	12	13	14	15	16	17	18	19	
	$ c.		$ c		$ c.		$ c.		$ c.		$ c.	
626	978 75	513	710 30	492	250 00	66	113 35	7	14 05	466	660 65	56
856	1,300 50	686	858 70	575	291 45	110	211 60	3	5 55	231	233 10	57
890	1,404 70	567	929 05	432	267 10	77	174 10	100	188 65	640	1,475 95	58
555	858 85	538	697 25	436	219 00	39	69 70	5	13 55	881	671 20	59
523	761 45	494	683 60	413	209 85	59	103 65	5	10 85	226	216 80	60
1,379	2,069 80	1,132	1,440 15	1,111	579 60	152	289 45	13	22 85	1,273	1,996 15	61
845	1,384 50	588	968 85	534	299 45	59	145 65	6	17 85	193	473 80	62
418	660 15	302	465 35	272	156 00	40	121 65	3	6 35	343	330 60	63

STATEMENT OF RETURNS of all Fees and Emoluments received by the Regis-

No. of registration division.	Name of registration division.	Name of Registrar.	Schedule					
			Searches.		Mechanics' liens.		All other instruments.	
			No. registered. 20	Fees for same. 21	No. registered. 22	Fees for same. 23	No. registered. 24	Fees for same. 25
				$ c.		$ c.		c.
56	Victoria	Charles D. Barr	1,344	390 90	6	1 60	170	277 35
57	Waterloo	Isaac Master	514	200 25	21	5 25	295	381 81
58	Welland	James E. Morin	1,238	338 05	24	6 60	310	454 45
59	Wellington, North	John Anderson	310	84 95	13	3 25	119	194 90
60	Wellington, S. and C.	N. Higginbotham	1,082	299 80	4	1 00	259	326 80
61	Wentworth	Wm. Martin, Acting Reg.	2,790	966 10	61	17 30	529	715 05
62	York, East and West.	John T. Gilmour	2,200	922 60	1	25	464	671 65
63	York, North	James J. Pearson	593	207 05	3	85	178	255 00

trars of Deeds of the Province of Ontario for the year 1895.—*Continued.*

A.—*Continued.*

Received for work done for municipalities. 26	Received for other services not enumerated. 27	Fees earned and not received. 28	Gross amount fees earned for 1895. 29	Gross amount fees earned for 1894. 30	Gross amount fees earned for 1893. 30a	Paid deputy registrar for services. 31	Other office charges paid by registrar. 31a	No. of registration division.
$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	
84 20	.....	.....	3,533 35	3,171 05	3,553 95	500 00	656 20	56
.....	49 20	424 50	3,552 15	3,579 75	3,350 50	900 00	476 50	57
.....	165 10	.....	5,410 10	5,619 45	5,626 35	804 40	799 70	58
.....	49 95	480 00	2,869 60	2,690 00	2,696 95	350 00	823 75	59
.....	.....	110 48	2,668 15	2,736 70	2,888 55	520 00	364 03	60
.....	82 30	.....	8,180 15	8,337 95	8,157 45	1,076 67	1,216 45	61
405 00	75 15	....	4,961 20	6,131 20	7,013 85	746 40	1,652 70	62
....	.. ..	.....	2,203 00	2,262 70	2,129 50	800 00	35 80	63

STATEMENT OF RETURNS of all Fees and Emoluments received by the Regis-

No. of registration division.	Name of registration division.	Name of Registrar.	Schedule			
			Surplus to municipality.		Amount surplus for 1894.	Amount due to Province under 57 Vic., cap. 9, sections 6 and 7.
			Amount. 32	When paid. 32a	33	34
			$ c.		$ c.	$ c.
56	Victoria	Charles D. Barr	160 00	Jan. 15, 1896..	84 20	93 43
57	Waterloo	Isaac Master	165 64	Jan. 15, 1896..	173 92	85 13
58	Welland	James E. Morin	955 05	Jan. 15, 1896..	1,051 07	255 28
59	Wellington, North ..	John Anderson.....	36 94	Jan. 30, 1896..	19 00	16 60
60	Wellington, S. and C	N. Higginbotham.....	16 81	Jan. 16, 1896..	23 67	26 73
61	Wentworth.....	Wm. Martin, Acting Regr.	1,885 82	.....	2,418 97	363 10
62	York, East and West.	John T. Gilmour	531 90	Jan. 14, 1896..	162 79	.....
63	York, North	James J. Pearson	.....	.....	.....	.....

trars of Deeds of the Province of Ontario for the year 1895 —*Concluded.*

A.—*Concluded.*				Schedule B.—Return of mortgages.							
Surplus to Provincial Treasurer.		Surplus to Provincial Treasurer, 1894.	Net amount received by registrar.	Number of mortgages registered where consideration is nominal or amount not specified.	Number mortgages registered under $1,000.	Number mortgages registered over $1,000 and under $2,000.	Number mortgages registered over $2,000 and under $5,000.	Number mortgages registered over $5,000.	Mortgages registered for year 1895.		No. of registration division.
Amount.	When paid.								Number.	Amount	
35	35a	36	37	c1	2c	c3	c4	c5	39	40	
$ c.		$ c.	$ c.							$ c.	
93 40	Jan. 25, 1896	.....	2,123 72	9	366	76	55	7	513	450,385 60	56
85 13	Jan. 15, 1896	.....	1,924 88	12	334	153	166	21	686	1,128,027 56	57
255 28	Jan. 15, 1896	54 71	2,595 67	11	384	94	56	22	567	754,835 00	58
16 60	Jan. 30, 1896	.....	1,659 09	10	347	120	75	6	538	511,985 00	59
26 73	Jan. 18, 1896	.....	1,740 58	18	237	146	80	13	494	711,858 13	60
363 10	.....	.....	*3,671 61	33	733	205	120	41	1,132	1,730,437 00	61
.....	.....	.....	2,029.60	37	308	113	88	42	588	1,023,404 38	62
.....	.....	.....	1,367 15	4	180	58	50	10	302	435,976 35	63

*$2,763.11 up to Nov. 23, 1895, received by late Registrar.
908.50 " Dec. 31, " " acting "

ANNUAL REPORT

OF THE

Inspector of Registry Offices

FOR THE YEAR

1895.

PRINTED BY ORDER OF

THE LEGISLATIVE ASSEMBLY OF ONTARIO.

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1896.

REPORT OF THE

INSPECTOR OF REGISTRY OFFICES.

GUELPH, April, 1896.

To the Honorable J. M. GIBSON,
Provincial Secretary,
Toronto.

SIR,—I have the honor to present my first Report as Inspector of Registry Offices for the Province of Ontario.

Since my appointment I have inspected a considerable number of the registry offices, and I have much pleasure in reporting that these offices are, on the whole, conducted efficiently ; the books and records are well kept, and the officers in charge are generally well informed regarding their duties and attentive to their performance.

I have found it necessary, however, to direct the Registrars in many cases to pay more strict attention to the requirements of the Statute, particularly in keeping the abstract indexes more fully, as for instance by entering the names of all grantors and grantees therein, by showing also in these indexes where the grantor or grantee is a party to the instrument in a representative capacity, as executor, trustee or assignee, that the instrument is made by or to him in such capacity and showing also the name of the deceased or the beneficiary, where it is given. I have also had occasion to give special directions with regard to the entering of wills and the indexing of same and other special instruments.

In several registry offices alphabetical indexes required by section 37 of the Registry Act for each township, city, town and incorporated village, have never been opened. In such offices only alphabetical indexes at the beginning of each registry book have been kept.

Since my appointment I have been called on to decide a number of disputes which have arisen in regard to questions under the Registry Act. I append to this report notes of some of these decisions. They may be of use to registrars, solicitors and others having business in the registry offices.

In addition to these decisions I have had occasion to give opinions to registrars and others on many points that have arisen in the course of the performance by registrars of their duties. Notes of some of these opinions are also appended hereto.

The returns of registrars for the past year, made on or before the 15th of January, 1896, were printed by order of the House of Assembly as Sessional Paper No. 62.

I have the honor to be, Sir,
Your obedient servant,

DON. GUTHRIE,
Inspector R. O.

NOTES OF DECISIONS.

By Donald Guthrie, Q. C., Inspector of Registry Offices.

Registration of will in both general and separate registers. Necessity therefor.

Messrs. K. & Co. complain that a registrar has charged them for registering the will of A. P. $1.55 for the first entry and $1.20 for the second entry, or $2.75 in all. They object to pay for two entries in full of one instrument in the same office, and they contend that under the Registry Act it was not necessary to register the will twice at length as the instrument embraces only one lot and states that is all the testator has and they contend that registration ought to be only against the lot mentioned in the will, and not in addition thereto in the general register.

The registrar in reply states that there are three devises in the will, namely, to the testator's wife for life of three-quarters of lot 25, and after her death to the testator's son George and the other quarter of the lot to the testator's daughter, and that following the advice of other registrars he thought the instrument should go into the general register as well as into that for the Township of B. in which the described lands are situate, because there appeared to him to be a general devise of the testator's real estate.

On reading the will I am of opinion and so rule that there was no necessity to register the probate in the general register. It seems to me that the will does not come within that part of section 29 of the Registry Act requiring wills in certain cases to be registered in the general register as this will does not contain a general devise of lands without local description; here there is a local description.

I therefore think any charge made by the registrar against K. & Co. for registering the will in the general register was made in error.

Registration of Will—Must be exact copy—Misspelled words.

A question has been referred to me touching a dispute which has arisen between a solicitor, Mr. G. and the registrar of N., regarding the registration of a will of one E. B.

It appears that the will was written by the testator who was illiterate, and contained a number of misspelled words. In making the copy for registration the solicitor spelled the words correctly. The registrar objected to the copy, he contending that it was not a correct copy, that the words must be copied exactly as they were spelled.

The registrar's contention is that the copy of the will should in spelling and wording be exactly like the original. He points out that when the document is copied into the registry books it must be certified as examined by him and to be a true copy. He further points out that if a certified copy were asked for, it would not be a copy of the will.

The will and copy have been submitted to me and I am of opinion and so rule that the registrar is right in his contention that the copy must be a true copy and the words in the copy must be spelled exactly the same as in the original will, as nearly as the same can be made out.

Fees for registration—Instrument embracing more than four different lots in same municipality.

In the matter of the registrar of the County of L., and G. & S. solicitors.

A dispute has arisen in regard to a question of fees under the Registry Act, between Messrs. G. & S. and a registrar and the registrar has submitted the matter to me. I have not notified Messrs. G. & S. because their letters of 7th and 10th May, 1895, to the registrar shew what their contention is and give their reasons, and in their letter of 10th May they inform the registrar that if he submits the matter to me they will be content if he forwards to me their letters.

The question raised by Messrs. G. & S. as I understand it, is this, where an instrument is registered which embraces more than four different lots or parcels of land in the same municipality, is the registrar entitled to a fee of five cents for entering each lot or parcel in excess of four (but not to exceed five dollars for such entries) in addition to the fees allowed under the first ten lines of sub-section 1 of section 111 of the Registry Act?

Messrs. G. & S. contend that the registrar is not so entitled and the registrar contends that he is so entitled.

I am of opinion and I so decide that this dispute must be determined in favor of the registrar. I think under the last five lines of sub-section 1 of section 111 of the Registry Act in case the instrument embraces more than four different lots or parcels of land in the same municipality, the registrar is entitled to a fee of five cents for entering each lot or parcel in excess of four (but not to exceed five dollars for such entries) in addition to the fees allowed under the first ten lines of sub-section 1.

Act 58 Vic., cap. 22, sec. 4. Is it retrospective? Registration of Will where discharge of Mortgage executed by executors of mortgagee before Act passed.

The following question has been submitted both by Messrs. R. & O., barristers, and a registrar, for my opinion:—

Messrs. R. & O. have applied to the registrar to have registered a discharge of mortgage in statutory form executed by J. A. and D. G. as executors of the last will and testament of C. A., deceased. This discharge bears date 16th of March, 1880, and the execution of it was verified by the usual affidavit sworn 16th of April, 1889. It was offered for registry since the Act of last session, 58 Victoria, chapter 22. Messrs. R. & O. allege that the mortgage to which the discharge refers was paid off in March, 1889, by a Loan & Savings Company and the discharge obtained at that time but the discharge of it could not be got for several years and consequently the discharge of the mortgage was not promptly registered.

On the one hand the registrar contends that section 4 of chapter 22 above referred to applies to all discharges of mortgages whether executed before or after the passing of the Act where the discharge is tendered for registration after the Act took effect, and he therefore is of opinion that he has no option but to refuse registration of the discharge because the will or probate of will under which the parties who executed the discharge claim to have authority so to do has not been registered in his office.

On the other hand Messrs. R. & O. take the ground that section 4 of the Act only applies to discharges executed since the passing of the Act and not to a case of this kind, where the mortgage was paid off and discharge executed some years ago. They say if the Act is to operate in a case of this sort it will work a hardship on the mortgagor, as his money has long since been paid over and the mortgagee whose mortgage was paid off has no interest in complying with the statute.

The registrar in my opinion has acted within his rights in hesitating to record the discharge, as it is the first case which has arisen in his office since the new Act came into force, and the question involves a doubtful point.

Both parties having submitted the matter to my judgment I gave my opinion without regard to the question as to whether on such a point the opinion possesses the character of a decision or not.

The language of section 4 of chapter 22 does not of course make the Act expressly retrospective. Section 5 provides that in the event of the person whose duty it shall be under the preceding section to register the instruments in section 4 referred to, refusing or neglecting to register the same with fifteen days after payment of the mortgage moneys to him, then the person entitled to redeem the mortgage may, on giving ten days' notice to the person neglecting or refusing apply in a summary manner to any judge of the high court, etc., for an order directing that the person so refusing or neglecting shall within a time to be fixed by the judge, register the necessary instrument at his own expense. Then there are provisions for the taking of evidence and the judge has power to punish for contempt and he has also power to award costs of the proceedings before him.

Under section 4 new duties are imposed upon the person entitled to receive the mortgage money and to discharge any registered mortgage who is not the mortgagee, and under section 5 penalties are imposed upon him for disobedience of a judge's order, and he is also rendered liable to costs.

The general rule of law is that statutes are not to operate retrospectively. To this rule there are exceptions, such as for instance cases where the new Act relates merely to legal procedure or where the statute takes effect at a future day, thereby allowing time for parties to act under the old law, and in perhaps one or two similar cases It seems to be laid down that a statute which takes away or impairs any of the vested rights acquired under existing law or creates a new obligation or imposes a new duty or attaches a new disability in respect to Acts already passed, will not be deemed retrospective. Courts will not put an interpretation upon an Act to give it a retrospective meaning so as to deprive man of his rights unless in exceptional cases nor unless the act itself shows that it was intended to have a retrospective effect.

As under the former law the parties had a right to register this discharge prepared, executed and proved under it without registering the will or the probate, I think that they have not been deprived of that right under the new law. In my opinion therefore, Messrs. R. & O. are entitled to have the discharge registered without being compelled to register the will or the probate.

Charges for Abstracts for use in Foreclosure proceedings. 58 Vic., cap. 2, s. 7.

In the matter of Messrs. A & B., complainants, and a Registrar.

A. & B., Solicitors, complain of a charge of $7.25 made by a registrar for an abstract furnished by him to them. They state in their letter to the inspector that this abstract was required in a foreclosure case, A. H., and that the abstract was of lands covered by mortgage and was for use in the master's office, for the purpose of showing the master the grantees or incumbrancers subsequent to the mortgage. It appears that subsequent to the registration of the mortgage the lands in the mortgage were subdivided by a plan, and this plan was registered.

The complainants say that when ordering the abstract they informed the registrar that it was required in a foreclosure action to take into the master's office for the purpose already mentioned. As to this statement the registrar alleges that it is not borne out by anyone in his office to whom it could have been made, but he adds he presumes the point is immaterial. In dealing with the matter I shall assume that the complainants' statement is correct in this respect.

Their contention is that the abstract comes within 58 Vic., chapter 22, section 7, and that therefore the charge should only be $2 for searches and 75 cents for folios. They contend that the section extends to all searches whether made by persons outside the registry office or by the registrar himself, provided they are made for the purpose of ascertaining subsequent grantees or incumbrancers in sale, foreclosure, or other proceedings under a mortgage.

The registrar states that the requisition of the complainants upon him was in the following words: "Required abstract of property described in 4350E since that number," signed "A. & B." and that as the lands have been subdivided into twenty-four lots since they were mortgaged, it was necessary for him to search every lot to see if there had been any subsequent dealings with any of them, and that he is required to certify to the accuracy of the abstract and be responsible for it, and that where a person makes searches himself, he, the registrar, would not be responsible. He further contends that section 7 contemplates the case of a person going to the registry office for the purpose of searching personally. He considers the language of the section also shows that the person searching is not the registrar.

I think the contention of the registrar in this case is right. Section 7 does not apply, in my opinion, to searches made by the registrar for the purpose of an abstract to be given by him and for which he would be responsible. Its language points to a person coming to the registry office and making the searches for himself. The language is "the person searching or (?) producing a statutory declaration that the searches are being made for the purposes aforesaid shall be entitled to make such searches. Here no statutory declaration was produced, but I do not base my opinion on that. I rather think the word 'or" in the last line of page 168 was intended to read "on." However that may be, it appears to me that the case of an abstract of title prepared by the registrar and of searches made by him for the purpose of the abstract, is not within this section That a person may search for himself has been decided. See MacNamara *v.* McLay, 8 Appeal Reports. The new statute in effect enacts, when a person in certain cases and for the purposes referred to chooses to make searches for himself, he shall be charged reduced fees. When he does not choose to do so for himself but requires the registrar to do so and to become responsible therefor, a reduction is not provided for.

See also Morse *v.* Lamb, 23 O. R., 608.

I therefore decide this dispute in favor of the registrar.

Registration of Discharge of Lien—Fees therefor.

In the matter of the C. & D. Company (Limited), and a Registrar.

A dispute as to the registrar's fees has arisen between the C. & D. Company (Limited) and a registrar, under the following circumstances:

The company sent the Registrar for registration, an instrument called a discharge of lien, which appears to be substantially in the form of Schedule "N," referred to in section 72 of the Registry Act, 1893, and sent fifty cents as the fee for registering the discharge. The registrar contends that this fee is insufficient. His view is that the instrument being under the seal of the company constitutes a quit claim conveyance and it also recites the lands released under the lien given by grantors to the company. He further contends that the fees for registering such instruments do not come under the scale of fees for discharging an ordinary mortgage. He refers to section 76 of the Registry Act and he claims, therefore, $1.40 as the fee for such a discharge. The company contend that the seal to such instruments is nothing more than a formality on all deeds and instruments by all corporate companies, and as to the recital of the lands released, they point out that partial discharges of ordinary mortgages which recite the portion of the lands released, only pay a registration fee of fifty cents.

I am of opinion that sub-section 11 of section 111 of the Registry Act expressly applies to the discharge of lien in question. It is substantially a certificate under section 82 of the Act, and therefore the registrar is only entitled to charge for registering it, including all entries in respect thereof, the same fees as are chargeable for registering a certificate of discharge of mortgage, which, in a similar case would be fifty cents. I think the discharge is, under section 82, properly executed under the corporate seal. Incorporated companies should execute all such documents under their corporate seal.

I therefore decide the question is dispute in favor of the Company.

———

Instruments not correct duplicates—Return of one for amendment—Fees of Registrar.

In the matter of Messrs. C. & D., complainants, and a Registrar.

This matter comes before me in the shape of a complaint by Mr. D. of the firm of C. & D. against a registrar. The complaint covers two points:

(1) The registrar was furnished for registration with a deed in duplicate A. to C., and one of the duplicates called the second copy was marked by Mr. D. in pencil, "register"; the other copy, which was on good paper and intended by Mr. D. for his client, was marked "return." The duplicate called the second copy marked in pencil "to register" was returned to Mr. D. by the registrar because some words were left out and it was not an exact duplicate. Mr. D. says that it was made a duplicate and he drew the registrar's attention to the fact that the other copy was the one which he wished him to return. Mr. D. wishes to obtain the other or first copy of the deed from the registry office, in exchange for the second copy, but the registrar refuses to return the same.

In answer to this complaint the registrar says that he received the document with a letter as follows: "Please register the copy so marked and return the duplicate to me." He states that the second copy, marked "register" was incorrect and was returned for correction, and the other duplicate was recorded as provided in section 93 of the Registry Act of 1893 on the day and hour on which it was received by him. He says that some days after the other or second copy was returned corrected for a certificate and the request that he would substitute the corrected copy for the one filed in the office, and send to C. D. the one which was filed. This the registrar considers he was not at liberty to do. On this point my opinion will be given because it is asked for, but it will not have the effect of a decision. My opinion is that under the circumstances the registrar acted properly. If he had returned both copies to C. & D. when he found they were not duplicates, some other instrument might have come in and have gained priority. He retained that duplicate which was evidently correct and registered it. Having once registered it I think he would have no right to allow it to go out of the office.

(2) The second point in dispute is as to the charge of ten cents made by the registrar for exhibiting the document when the amended duplicate was returned, in order to enable the registrar to compare it with the registered duplicate and grant a certificate. The Act makes no express provision for such a state of things as occurred in this case. What would have happened if Mr. D., instead of sending the amended duplicate back again by letter, had waited personally upon the registrar with it at the office? In such a case he would have requested the registrar to give a certificate on the amended duplicate. The registrar could properly say he could not give such a certificate without seeing the registered duplicate and using it in making a comparison. Mr. D. would then request the registrar to search for and exhibit the registered duplicate. The registrar would then have had to search his files and produce the registered duplicate and make the comparison. This he in fact did and he not unfairly seeks to charge the ordinary fee for exhibiting the original instrument at the request of a party. It must be remembered that by reason of one duplicate being incorrect the registrar has had some extra trouble in correspondence, and all the remuneration he seeks in connection with his extra trouble is the fee of ten cents. On the whole I think his charge of ten cents for exhibiting the registered duplicate for the purpose of further comparison should be allowed, and I decide accordingly.

Fees for Abstracts of two lots where entries in both lots identical.

In the matter of Messrs. E. & F., and a Registrar.

E. & F., Solicitors, complain that a registrar prepared and charged them for two abstracts of title on lots 73 and 74 on the west side of F. street, in the town of M., when he ought only to have prepared and charged for one abstract. They state that the entries on the lots appear to be identical, except some three or four numbers on the third page of abstracts. It appears that after the filing of the plan dividing the original farm property into village lots, each of the lots referred to was sold to different parties, but by the next conveyance of the land they were both bought by the same party, and are now owned by one party. They further say that down to the filing of the plan the entries are identical.

The registrar's contention is that the entries on the lots are not identical. He calls attention to the fact, and the abstracts show it to be the fact, that there are seven instruments on the two abstracts, the entries of which are not identical on both lots, that is lot 73 has four entries, numbers 673, 674, 790 and 846, no one of which affects 74; while the abstract of lot 74 has three entries, namely, numbers 791, 792 and 845, no one of which affects lot 75, and he contends that under sub-section 4 of section 111 of the Registry Act of 1893, where abstracts are required for two or more lots, it is only where the entries on such lots are identical that the registrar is not to be entitled to make an abstract for each lot separately.

The letter of E. & F. requiring the abstract, asks the registrar to send them abstract of property embraced in a certain mortgage from the Crown down to and inclusive of the mortgage, together with certificates as to general registrations. The mortgage covers both lots 73 and 74.

I am of opinion that in this case the registrar was, strictly speaking, within his rights in making abstracts for each lot separately, as the entries on the abstract index, from the time of the registration of the plan, on lots 73 and 74 are clearly not identical and therefore the latter part of sub-section 4 to section 111 of the Registry Act, 1893, in its present form, does not in this instance apply.

I accordingly decide this dispute in favor of the registrar.

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Registration of Deed appointing new Trustees—Necessity for Registration in General Register as well as separate Registry Book.

In the matter of Messrs. G. & H., solicitors, and a Registrar.

A question has arisen between these parties, which has been submitted to me as follows:

A deed dated 21st of June, 1892, G. to R., *et al*, appointing new trustees and conveying to these trustees certain lands, was registered. I understand the instrument was handed to the registrar by G. & H., who gave no instructions whatever. The instrument was registered in the general book, and was returned with a certificate to that effect, and fees $3.50 were charged. Subsequently the registrar informed G. & H. that he had entered the instrument also in the book containing conveyances of lands, and the registrar required them to pay $3.50 additional fees. They contend that it is unnecessary and extravagant to require an instrument to be entered at full length in two books in the same office, and, further, they say that, while it may be right to enter it in the book containing conveyances, etc., it is not right to enter it in the general register.

The registrar stated that when I was there inspecting his office I said the instrument must be entered in the registry book containing conveyances, and that I ordered that to be done. This statement of the registrar is correct. The registrar states further that in answer to his question as to whether he had done wrong in putting it in the general register, I said it should be entered in both books. I daresay I said so, but, if I did, I am now of opinion, on hearing both sides of the question, that it was unnecessary to enter it in the general book. The registrar further says that it was of importance that it should be entered in the general book, as being more easily referred to on enquiry for the names of the new trustees, pointing out that if it was only registered in the book of conveyances a person searching for the names of the trustees could not readily find the instrument.

After full consideration of the whole question, I am of opinion that the instrument ought to have been registered in the book for conveyances, and that it was unnecessary to register it in the general register. I therefore think the direction I gave the registrar to enter it in the book for conveyances and in the abstract index was quite correct, and I adhere to it, but under the circumstances I do not consider he is entitled to charge G. & H., for registering it, greater fees than he would be entitled to charge if he had registered it in the book for conveyances, and entered it in the abstract index in the first instance, and I decide the dispute accordingly.

Registration of Will and Codicil—Proof required—Affidavits of Execution and Attestation.

In the matter of the will and codicil of A. R.

I. & J., solicitors, have written to me complaining that a registrar has refused to register the original will and codicil thereto of A. R., late of the township of A., in the county of G. Messrs. I. & J. claim that they have complied with the requirements of section 70 of the Registry Act of 1893, when they have produced an affidavit of one of the witnesses proving the execution of the will and codicil, and forwarding the original will and codicil and copies thereof to the registrar. They do not consider that the affidavit requires to prove that the copies are true copies, but they think that if the copies show all the endorsements and markings of the original will and codicil, this will sufficiently identify the copies with the original will and codicil, in conjunction with the affidavits. The registrar's view is that section 70 requires (1) the production of the original will and codicil, where there is a codicil; (2) the deposit of a copy of the will and codicil, with an original affidavit sworn to by one of the witnesses to the will, proving the due execution thereof by the testator, and he says that where, as in this case, there are different witnesses to the will and codicil, there would have to be two affidavits, as well as an affidavit proving the death, and proving that the copy is a true copy. He says that, as it is a copy of the will that is left in the registry office, the original affidavit should be attached to the copy left with the registrar. In this case he states that one of the affidavits is attached to the original will, which will he is to return after registering, and, therefore, he could not detach them from the original will and attach them to the copy. Messrs. I. &. J. have kindly favored me with an inspection of the papers as they were tendered for registration. I notice, first, that there are two witnesses to the will, one J. P. and one A. R. J. P. makes the affidavit, but in that affidavit he does not say that the other witness, A. R., in the presence of the testator, subscribed the will. I think this is necessary in order to prove the due execution of the will. The affidavit by A. T., one of the witnesses to the codicil, while it states that J. S., the other witness, was present, does not say that he attested and subscribed it in the presence of the testator. I think it is necessary that an allegation to that effect should be contained in both affidavits, in order to prove the due execution of the will and codicil. These affidavits, therefore, appear to me to be incomplete. I think also that the affidavits proving the execution of the will and codicil, when completed, should be deposited with the copy of the will and codicil in the registry office, and I agree with the registrar that the ordinary practice, namely, that the affidavit should be attached to the copy will, and that it should state that it is a true copy, etc., is the correct course, in order to comply in substance with the provisions of section 70 as to registration of original wills. No doubt Messrs. I. & J. are to a certain extent right in their contention that is that the section does not, in the case of the registration of an original will, expressly provide that the copy deposited shall be verified by affidavit as a true copy. As Messrs. I. and J., in my opinion, require to get further affidavits from the witnesses to both the will and codicil, proving the attestation by both witnesses in the presence of the testator, the whole of the present difficulty will be solved by their, at the same time, having the witnesses verify the copies of will and codicil. I recommend that these affidavits be attached to copies of the will and codicil respectively.

Special form of Railway Deed—Fee for Registering same—Variations from Form.

In the matter of Messrs. K. & L., solicitors, and a Registrar.

Under section 112 of the Registry Act of 1893, the registrar has submitted to me for my decision a dispute which has arisen in regard to a question of fees, between him and Messrs. K. & L Messrs. K. & L., are solicitors for a railway company, which was incorporated by a special Act of the Legislature of Ontario, 47 Vic., chap. 75. They have registered conveyances to the railway company in the county of L, and they contend that under section 9 of the Act the registrar is not entitled to demand more than seventy-five cents for registering the conveyances, including all entries and certificates. A printed form of the conveyance in use has been furnished to me. It appears from it that the conveyances follow the form given in schedule "A" to the Act down to the Habendum, and after the Habendum there are covenants that the vendor has the right to convey, for quiet possession, for further assurance, that the vendor has done no act to incumber and a release, all these apparently being substantially in the language of the like covenants and release as contained in the Act respecting short forms of conveyances. There is, further, a declaration and agreement that the consideration expressed in the deed satisfied all damages of every nature which the vendor sustains by reason of the exercise by the company of its powers, and all compensation and damages which the vendor or his heirs are or may be entitled to claim of or in respect thereof. Then follows a dower clause similar to that contained in the form schedule "A." After the dower clause there is a further declaration and agreement to the effect that the foregoing covenants, first release clause and bar of dower, shall have the interpretation attached to the like clauses respectively by the Act respecting short forms of conveyances, and declaring that the deed shall be taken to have the same effect, and be treated as if it contained the form of words contained in column consisting of schedule "B" of the Act respecting short forms of conveyances, etc., and that the deed is made in pursuance of that Act, and also of the Act incorporating the company. These clauses are all printed in the form of deed submitted for registry. The registrar contends that all the clauses following the Habendum, excepting the dower clause, constitute extra matter, for which he is entitled to extra remuneration. He states he is satisfied to register the form of deed down to the Habendum, and containing the dower clause, for the sum named in the Act, seventy-five cents, but for the additional matter he should have so much per 100 words extra. Messrs. K. & L., on the other hand, contend that the words in brackets in schedule "A" (here insert any other clauses, covenants or provisions required) mean exactly what they say, and, no matter what the length may be, the registrar's fee is governed by section 9 of the Act, and that the section and schedule taken together make it clear, in their opinion, that the registrar is not entitled to more than seventy-five cents.

So far as this dispute affects the printed form of deed, to which I have referred, my opinion is in favor of the view of Messrs. K. & L., the only doubt existing in my mind being with regard to the last clause, which follows the dower clause. However, I think it cannot make any difference in substance, because it follows instead of preceding the dower clause. I think the company are entitled to put in such clauses, covenants or conditions as they may require, without additional charge, and I therefore decide this dispute, so far as the printed form of deed is concerned, accordingly.

A further question has, however, been submitted to me by the registrar, with regard to deed No. 1588, registered 18th September, 1895, where, in addition to the printed form there is the following clause: "And we, E. M., of the said township of N., widow of the said D. M., deceased, and V. W., of the township of S., in the said county of L., wife of R. W., of the same place, yeoman, do, and each of us doth, hereby grant release and quit claim upon the said company all our and each of our right, title, interest and claim to, in and upon the said lands, in consideration of the sum of one dollar to us in hand, paid on the execution hereof." If the parties named in the clause were not, and I assume that they were not, the vendors, then it seems to me that it is not a deed under schedule "A," because schedule "A" is plainly intended to be a deed from the vendor or vendors to the company, and while any clauses, covenants or conditions by the vendor or the bar of dower of the wife of the vendor are within the form, releases and conveyances, or quit claim deeds by third parties, who are neither vendors nor the wives of vendors, seem to me not to be within the form given in the Act. I therefore think the registrar is right in his contention that, in a case like that last mentioned, he is entitled to extra remuneration, and I decide accordingly.

I have not been informed as to how much extra the registrar claims in the case of the deed No. 1588, but I suppose the parties will not differ with regard to the amount of that. If they do, however, I will be prepared to decide that question on a further reference.

Inspector's Decisions—Res. Judicata.

In the matter of John Mills' plan, and Messrs. M. & N., solicitors, and a Registrar

This is a dispute as to the fees to which the registrar is entitled for registering a plan known as John Mills' plan. Messrs. M. & N. are the solicitors requiring the registration, and they say that the matter in dispute has already been submitted, under section 112 of the Registry Act, to my predecessor, Mr. Johnston, Q.C., and he gave a decision adverse to the registrar's contention, and they deny the right of the registrar further to raise the question of fees, and to make a second submission. The registrar admits that my predecessor decided against his view, but he says it was only upon a partial presentation of the case. In other words, the registrar seems to think there are further arguments, which he did not urge, but which he might have urged before Mr. Johnston in support of his contention, and which he now seeks to urge before me.

I am of opinion that in this case I ought not to interfere.

Mr. Johnston has decided the question, and section 112 of the Act says his decision shall be final, unless appealed from. I think the matter should be treated as settled by Mr. Johnston's decision, and I decide accordingly.

Right of Registrar to charge for copies of instruments certified by him although prepared by Solicitor for parties.

In the matter of M., Solicitor, and a Registrar.

The point in dispute between these parties is as follows:

Mr. M. registered a release of legacy to B., and not having a duplicate he brought with him a type-written copy of the release and asked the registrar to certify it as a true copy, which the registrar did, and upon returning it to Mr. M. he charged him for making a certified copy. Mr. M. objects to that charge because the registrar did not in fact make the copy. He is willing to pay him for the certificate, but not for the copy. On the other hand the registrar takes the ground that it is part of the emoluments of his office to make copies of registered instruments and that he has a right to charge whether he himself has the copy made or it is made by a solicitor and compared and certified by him, and the registrar further states that on a previous occasion he told Mr. M. that he would thereafter charge in such cases as for making a copy and he understood Mr. M. to acquiesce in that charge. Nothing was said, apparently, at the time the release was registered and the copy certified, as to whether or not the registrar should charge, but I take it that Mr. M. had notice of the registrars' intention to make a charge. I think that the registrar is not bound to certify a copy prepared elsewhere than in his own office, and that if he does so he is entitled to attach a condition that he shall retain the right to the same emoluments as if he himself had done the work.

I therefore decide this dispute in favor of the registrar.

Special form of certificate required of Registrar—Fees therefor—Opinion of former Inspector—How far binding.

In the matter of a dispute between Messrs. O. & Co. and a Registrar.

A dispute as to the proper fees payable to the registrar has arisen between these parties under the following circumstances:

Messrs. O. & Co. are the solicitors for a loan company, and as such they require from the registrar, when they register in his office a mortgage in favor of that company, a special certificate in the form attached to this decision. This certificate is needed for transmission to the head office of the company in England, the practice being to retain the certificate of the mortgage in the company's Canadian office. The registrar charges for granting this special certificate a fee of fifty cents, being twenty-five cents for the certificate and twenty five cents for the search which he says it is necessary for him to make and which he claims he does make in order to enable him to give the certificate. Messrs. O. & Co. contend that the registrar is only entitled to charge twenty-five cents for the certificate and that he is not entitled to charge for a search and that a search is not necessary, because, they claim, that the special or extra certificate they require is merely a duplicate of the certificate of registration endorsed on the mortgage.

Messrs O. & Co. also claim that the question was submitted to and decided by Mr. Johnston, Q. C., my predecessor as Inspector. On the 1st March, 1895, Mr. Johnston, on the application of Messrs. O. & Co., gave his opinion that under the circumstances stated in their letter to him, the fee to which the Registrar was entitled for such a certificate was twenty-five cents. To entitle the registrar to a fee for searching, he must, Mr. Johnston considered, search the registry books and indexes, which, as he understood the matter then, he thought the registrar did not do, and therefore did not earn the fee for a search. The registrar on this question contends that the matter was not properly laid before Mr. Johnston. He did not submit the matter to Mr. Johnston under section 112 of the Registry Act. The latter treated the certificate as a duplicate of the certificate of registry endorsed on the mortgage, which the registrar contends it was not; and further, that Mr. Johnston had not the registrar's views before him, and hence his letter to Messrs. O. & Co. cannot be called a ruling or a settling of the dispute. I have conferred with Mr. Johnston with regard to his opinion, and he informs me his opinion only covered the case where the certificate wanted is a duplicate of that on the mortgage. In that opinion I concur; but the form of certificate required by Messrs. O. & Co. is different from the form of certificate endorsed on the mortgage. The form of certificate endorsed on the duplicate of the mortgage is given in the form J, to the Registry Act, 1893. See section 63 of that Act. In order to give the special certificate the registrar would require to examine the instrument itself and the affidavit of execution as well as the certificate of registration to obtain all the data or information necessary to enable him to give the extra certificate, and perhaps also the books.

Under section 27 (1) of the Registry Act, 1893, it is provided that the registrar shall, when required, make searches and furnish copies and abtracts of or concerning all instruments, etc., and shall give certificates of all copies and extracts under his hand of and concerning the parties to any such documents or of the witnesses to the same or any other particulars which may be required.

Messrs. O. & Co. in support of their contention that the registrar is only entitled to charge a fee of twenty-five cents for the certificate, call my attention to the following points:

1. That they fill in all the blanks in the certificate with the exception of the figures and dates connected with the mortgage and that they send this form of certificate so filled up to the registrar along with the mortgage.

2. That when the registrar signs the certificate he has before him the mortgage and the endorsement on it.

3. That the registrar, in order to make the certificate, does not require to search the registry books and indexes and that the registrar is not entitled to charge for a search in connection with the granting of a certificate unless, in order to make it he has to search the registry books and indexes. See Registry Act, section 111, subsection 2.

The registrar, amongst other things, says that he requires to make a search and he regularly does make a search in granting this certificate. He takes the ground that the Registry Act makes no provision for such a certificate except in sub-section 5 to section 111 and that the fee of twenty-five cents allowed in that sub-section does not include any other duty. Messrs. O. & Co. in answer to the last point say, that the fee of twenty-five cents for certificate given by sub-section 5 includes every duty on the part of the registrar in connection with the making of the certificate, with the exception only of the making of the search in the registry books and indexes where such a search is necessary for the purposes of the certificate, and that such a search in this case is unnecessary.

It is conceded by Messrs. O. & Co. that when they do not send the form of certificate along with the mortgage the registrar is entitled to the fee of twenty-five cents for searching as well as the fee of an additional twenty-five cents for the certificate. Sometimes, owing to circumstances which they have explained, they do not send the certificate at the same time as the mortgage is sent for registration.

I do not think the fact that the form of the certificate is prepared by the solicitors lessens the registrar's right to fees. A solicitor may make his own extracts from the registry books or original documents, or he may prepare an abstract of title for himself, but when he asks the registrar to certify to such extracts or abstracts the registrar is entitled to take the ground, and indeed should do so, that he must verify for himself the extracts or abstracts and I think he may refuse to certify to the others work unless he is paid the same fee as if he had himself made the extracts and prepared the abstract.

Section 66 of the Registry Act requires the registrar, upon production to him of the instrument with an affidavit of execution, to make an entry thereof in the abstract and alphabetical index books, and enter the instrument in the registry book and to file the same with the affidavit of execution and endorse a certificate, etc. Here the registrar is called upon to certify that the instrument has not only been registered in the particular register referred to in the certificate endorsed on the original instrument but in all the registry books in which by law, such an instrument is required to be entered.

If instead of furnishing a form showing what particulars they required a certificate of, Messrs. O. & Co. had writen to the registrar requesting him to give a certificate under his hand of and concerning the parties to the instrument and of the witnesses and specified the other particulars (see section 27, Registry Act) indicated in the form, what would the registrar have to do in order to com-

ply with such a request? He would have to search the registry books, to make extracts and obtain the data as well as see the instrument. He would then have to write out the information required and certify to its correctness, and for that it appears to me he would be fairly entitled to charge at least as much as the fifty cents he claims for this certificate. Supposing Messrs. O. & Co. prepared an ordinary abstract relating to the mortgage, giving the required particulars and asked the registrar to certify to it, would the fact that they had prepared the abstract and that it accompanied the mortgage, diminish the registrar's fees? I think not. And is this form of certificate anything more than an abstract of title confined to a particular instrument? The certificate embodies all that is usually contained in an abstract of title with reference to a particular instrument, and more indeed, because it refers to the affidavit of execution. If it be an abstract of title to the specific parcel of land containing particulars as to one registered instrument affecting such parcel of land, the registrar would be entitled at least to the fifty cents he has charged.

On the whole I think that the fee of fifty cents is not an excessive charge, and I decide accordingly. I refer to McNamara *v.* McLay, 8 Appeal Reports, 319.

Fees for Abstract.

A question has arisen between Mr. R. and a registrar, in connection with an abstract known as the O'Halloran abstract. Mr. R. sent the registrar a former abstract and requested him to continue it. The registrar charges for same $2.45. On this continued abstract there were seven entries. Mr. R. says that he had previously obtained a continued abstract on the same property, with four entries, which only cost sixty-five cents, and he considers the registrar's charge of $2.45 altogether too high.

The registrar points out in this connection that the abstract is only of a part of a lot. The lot as originally granted by the Crown was subdivided by deeds between several owners. Mr. R. only required an abstract relating to that part of the south quarter of lot 7 in the second concession, etc., not sold to Andrew Lott and John W. Miller. There was no plan subdividing the lot. Under section 36 of the Registry Act the abstract index is to be kept in respect of each separate lot or part of a lot as originally patented by the Crown or as defined on any plan filed in the registry office. Here no plan was filed and what the registrar says he had to do and did do in order to give the abstract and certificate required, was to search all the registrations affecting the whole of the lot from the date of the previous abstract, to find out which of them related to the part of the quarter in question, and which did not. For that purpose he had to examine the thirty-eight instruments and make that number of references, for which he charges what he was entitled to charge according to my view.

Mr. R. might have got by way of abstract a mere copy of the abstract index, which would cost less but which would diminish the registrar's responsibility to him. Having required an abstract in the way he did, I think the registrar was bound to make the searches which he states he did make, and that his charge for the abstract is not excessive. I think this is clear from the case of MacNamara *v.* McLay, 8 Appeal Reports.

I therefore decide this dispute in favor of the registrar.

Fees for Abstract Lot Patented as a Whole Lot and Afterwards Sub-divided.

In the matter of Mr. S., a Solicitor and a Registrar.

A dispute between these gentlemen has been submitted to me. Mr. S. required an abstract of the east half of a township lot. The lot was patented by the Crown as a whole lot. Mr. S. contends that he is not obliged to pay for searching the registrations on the west half of the lot from the time the two halves became the property of separate proprietors. Mr. S considers that under section 23 of the Registry Act he should only pay for searches of instruments which appear by the abstract index to refer to the east half of the lot, that is from the time of the division of the lot.

The registrar on the other hand contends that under section 36 of the Registry Act, 1893, he is required to copy in the abstract index each separate lot or part of a lot as originally patented by the Crown, or as defined by any plan of the sub-division of the land into smaller sections, where a plan has been filed in the registry office, and that in order to give a proper abstract regarding the east half of the lot he is compelled to search and does search all the registrations in order to find which do and which do not cover the east half of the lot.

In my opinion the registrar's contention is right. If Mr. S. had asked simply for a copy of the abstract index so far as that showed instruments relating to the east half, he would have been entitled to have such at reduced fees, but the registrar would not have been responsible to anything like the same extent as he is for such an abstract as he furnished in this case.

I therefore decide the dispute in favor of the registrar.

Registration of Caution—Fees Therefor—General Registration in both General and Separate Registers—Extra Certificate.

A solicitor makes a complaint as to the charge of a registrar for registration of a caution under 54 Victoria, chapter 18, section 1. The caution is by the executors of L. and follows the form set forth in sub-section 2. It states that it "may be necessary for us (the executors) under our powers and in fulfillment of our duties as executors to sell the real estate of the said L. the elder, or part thereof, and especially the north half of lot 312 in the eleventh concession of the township of G, in the county of R, in the Province of Ontario, and lots numbers eleven and twelve, on the south side of F street, in the village of G., being a subdivision of lot number three, in the first concession — front of the township of H., in the county of C," etc.

The registrar charged $1.80 for registering the caution. The solicitor contends that the charge should be only fifty cents, as for a certificate under sub-section 10 of section 111 of the Registry Act, etc., or at most $1.40, as for an instrument under sub-section 1 of the same section.

The dispute has been submitted to me under section 112 of the Registry Act, 1893.

First.—Is the caution a certificate within the meaning of sub-section 10 of section 111? The solicitor contends that it is in effect a certificate. For the registrar it is said that the matter of what it is in *effect* has nothing to do with the question. That the instrument is not designated as a certificate, but is throughout the Act, chapter 16, 54 Victoria, designated a "caution."

In the form of caution given in sub-section 2 of section 1 of chapter 16, 24 Victoria, the word "certify" is used, but that word is not essential to the validity of a caution. The word "declare" may be used with equal propriety, and if so used would be good. A caution has the effect of suspending the vesting of real estate in the devisees or heirs beneficially entitled thereto.

The general words in sub-section 10 of section 111 of the Registry Act following the particular words may properly be taken to refer to certificates of proceedings in a court, *e. g.* Certificates of judgment of foreclosure and other court certificates affecting interests in or titles to lands All these certificates are specially mentioned in the Registry Act. The general words would also include any other instruments designated as certificates in any statute which provides for the registration thereof; but I do think they include a caution, which is nowhere designated as a certificate.

I therefore hold that the instrument in question being an instrument called by a distinctive title in the statute, 54 Victoria, chapter 18, a "caution" and not a "certificate," and there being no provision in the Registry Act for a reduced fee for registration of such an instrument, the registrar is entitled under sub-section 1 of section 111 of the Registry Act, to a fee of $1.40 for registering it.

Second.—The second question submitted to me is, as to whether or not the registrar was entitled to charge forty cents additional. This extra charge is made up of fifteen cents for copying the caution into the general register kept under section 29 of the Registry Act, as well as into the separate register for the township of H, the double copying making over 700 words; and another item of twenty-five cents for a certificate on the triplicate.

As to the necessity for registering the caution in the general register, I should be inclined to hold under section 29 that as the instrument here is not "a

general devise conveyance or power affecting lands without local description," it would not be necessary to record it in the general register, and it would be sufficient to record it in the separate book for H, there being in this case a local description; but I think sub-section 3 of section 1 of 54 Victoria, chapter 18, renders the matter clear. That sub-section enacts that where, as in this case, the caution specifies the parcels of land which the executors may have occasion to sell, the caution shall be effectual as to those parcels only. I scarcely think that a fee of twenty-five cents should be allowed for the extra certificate on the triplicate, especially where such certificate was not expressly ordered. The triplicate was for registration in the county of R, and I do not think a certificate of registration in C was necessary for the one required for registration in R.

On the whole, therefore, I think the proper fee to be allowed to the registrar of C is $1.40, and I decide accordingly.

Fees for Mema. Exceeding 300 Words, made by Solicitor in Searching.

In the matter of a Registrar and Mr. R.

The registrar under section 112 of the Registry Act, 1893, has referred a dispute regarding fees between himself and Mr. R., solicitor, to me for my decision.

The matter has arisen in this way:

The solicitor made searches in the registry office on a certain lot, and he made memoranda of his searches in something like the following form:

" 5040 D. G., March 12, '94. March 16, '94.

Geo. Scott, of Toronto, mcht., to Jane Noble Scott, his wife. In consideration, $6,000. G. S. granted unto J. S. in fee simple.

Lands described in No. 496.

Habm unto and to use J. S., her heirs and assigns, for ever.

Witness, (Sgd.) GEO. SCOTT,
J. P. EASTWOOD,
Of Toronto, Solicitor.

Both parties admit that this example of the mema. made by Mr. R. is a fair one.

The contention of the registrar is that such memoranda are extracts from instruments, documents, books, papers or records in the registry office or of matters contained therein and where the same in the aggregate exceed 300 words, under sub-section 2 of section 11 of the Registry Act of 1893, the party searching should pay in addition to the fee for searches, a fee of five cents for each 100 words or fraction thereof in excess of 300 words.

The registrar contends that memoranda of dates, names of parties, etc., to an instrument, consideration and the like are extracts within the meaning of subsection 2, even although they are not verbatim copies of the whole instrument or a part or parts thereof, and he contends also that the words "of any matter contained therein" clearly give him the right to the extra fee, as those words cover everything, in his opinion, including the dates of the instruments, description of the properties, names of parties and other information taken from the books.

According to Mr. R's view, which he has submitted to me, his contention is that the words "copies of or extracts from" as used in sub-section 2 of section 111 mean verbatim copies of the whole instrument or extracts of any particular clause or part thereof, and the words were not intended to include, and do not include, a short synopsis of an instrument in which the words used are the language of the party and are used merely to set out the effect of the extract without any attempt to copy the instrument or any part of it.

The registrar suggests that if Mr. R's view is the correct one, the slightest deviation from the wording of the instrument would render the extract not a verbatim copy, and the registrar could, by such deviation, be deprived of his rightful fees.

Sub-section 2 referred to provides that no person shall make copies of or extracts from any instrument, documents, books, papers or records in the registry office, or of any matter contained therein to an extent in the aggregate exceeding 300 words, except, etc.

By section 27 of the Registry Act the registrar is required, amongst other things, to furnish copies of instruments and abstracts of them and to exhibit the books of his office to the party desiring to make a personal inspection thereof, and to give certificates of all copies and extracts under his hand, of and concerning the parties to any such documents, or of the witnesses to the same, or any other particulars which may be required. Here the word "extracts" means simply giving the names of the parties and their additions, the names of the witnesses to the instrument, and any other particulars, such as the consideration or the description of the land required.

An extract may consist of a few words as well as of several lines or pages Looking at the example of the memoranda we find that the dates are copied or extracted, the names of parties, consideration and other particulars. These seem to me to constitute a series of extracts, brief ones it is true, but still they are extracts from the instruments and books and records and of matters contained therein. I think, therefore, that memoranda made in that way are really extracts within the fair meaning of the clause, and where in the aggregate they exceed 300 words, for any one lot, then the extra fees are payable.

I therefore decide this dispute in favor of the registrar's view.

(Sgd.) DON GUTHRIE,
Inspector.

NOTES OF OPINIONS.

GIVEN BY DONALD GUTHRIE, Q.C., INSPECTOR OF REGISTRY OFFICES.

Opinion re *Registration Discharge of Mortgage which contains an erroneous description of the Mortgage.*

To.....
A Registrar.

DEAR SIR,—I am in receipt of your letter of 11th inst.

I understand from it that a person proposes to insist on registering a discharge of mortgage, or rather an instrument which, on its face, purports to discharge a mortgage under the Statute, but that the particulars of registration given, namely, the date of the instrument, date of registration, time of registry, and registry number are not those of any mortgage in your office, but are really the particulars of a quit claim deed. I understand that there is a mortgage on record in your office covering two lots, but the discharge does not discharge this mortgage. The quit claim deed affects only one of these lots.

I am of opinion that under section 76 of the Registry Act a statutory discharge must correctly describe the mortgage according to the requirements of that section, and that you cannot comply with that section by writing in the margin of the register wherein the mortgage has been registered, unless the instrument is properly described.

In other words, I understand you have no such mortgage on record as the instrument described in the discharge, and I think, therefore, you are justified in refusing registry.

I ought to mention that the courts have held discharges of mortgage which did not give all the particulars required by the form, capable of registration. For instance where the number in discharge given as "*5764*," whereas it was registered as "*5764W.*"

Re Clarke *v.* Chamberlain, 18 O. R., 270.

Also where a mortgage has been assigned and the assignee in discharging it simply said, "and that such mortgage has been assigned to me," without giving particulars of the assignment, *re* Mara, 16 O. R., 391, and where mortgages were registered in the general register and in register for a township, and discharge only referred to the numbers in general registry. In *re* Smith and Shenston, 31 Q. B., 305. These were cases where the discharges were right so far as they went. The courts considered that the discharges were "to the like effect" as the form given in the Act and upheld them. But in your case descriptions are given which are entirely erroneous and which apply to another instrument.

Opinion as to application of sec. 4, cap. 77, of 58 Vic., re *Registration Discharges of Mortgage where discharge is executed by a person not the Mortgagee.*

To.....
A Registrar.

Dear Sir,—In answer to your enquiries I beg to say that, in my opinion, section 4 of chapter 22, 56 Victoria, applies first, to the case you speak of, where the discharge is executed by an assignee of the mortgage. I think the Act clearly requires that the assignment should be registered, and of course if there are several assignments, that they should all be registered.

2. I think it also applies to the case of executors or administrators of a mortgagee executing a discharge of mortgage. In such case the probate of the will or letters of administration should, I think, be registered prior to the registration of the certificate of discharge by the executor or administrator.

While those are the two principal classes of cases to which the section applies, it will of course apply to any other case where the person entitled to receive the mortgage money and to discharge the mortgage is not the mortgagee. For instance, an assignee for the benefit of creditors and so on.

Sec. 4, cap. 22, 58 Vic. Discharge of mortgage executed by mortgagee under power of Attorney.

To.....
A Registrar.

Dear Sir,—I am in receipt of your letter of 24th, and in reply beg to say that in my opinion section 4 of the Registry Act of last session does not apply to the case of a mortgagee executing a discharge by power of attorney. I think the same law might well be extended to cases where mortgagees execute by power of attorney, that is, that the power of attorney should be registered, but at present that does not seem to be the case.

———

Opinion re *Personal Searches by Solicitors or Parties. Fees therefor.*

To.....

A Registrar.

DEAR SIR,—I am in receipt of your letter of 15th instant, regarding some difference respecting charges for searches between you and Mr. W. of C. If you wish me to decide the matter under section 112 of the Registry Act, please inform Mr. W. that you have submitted the matter to me and ask him to write me; but assuming that your letter is one more for your future guidance, I have to say that in my opinion Mr. W. has the law on his side. A search of the abstract index by a solicitor or any one is permitted, and no matter how many entries there are he only pays twenty-five cents for the search of one lot, including four references. Unless he called upon you to see the copies instruments in the register books, it is not called a reference. The separate entries in the abstract index are not strictly speaking, references. I do not understand from your letter that he looked at as many as four documents in the registers in connection with any one lot.

———

Opinion re *affidavit of Execution of Deed made by one of the parties to the Deed.*

To.....

A Registrar.

DEAR SIR,—In answer to your letter of 3rd instant, in my opinion Brown, one of the grantors, is not a competent person to make the affidavit of the execution of the deed by Jones who is also a grantor. If that were permitted, Jones could also make an affidavit of execution by Brown, or a grantee could prove the execution of a deed by the grantor to himself. I think although the Act does not expressly provide that parties to an instrument shall not be competent to make affidavits of execution for registration purposes, it is contrary to the spirit and intention of the Act that they shall be competent.

———

Opinion touching Fees for Registration of Mortgage marked "not to be registered in full" where it covers land in two municipalities in same county.

To.....

A Registrar.

DEAR SIR,—I am in receipt of yours of 18th instant. In these cases of fees where disputes may be referred to me for my decision under section 112 of the Registry Act, I do not as a general thing like to give an *ex parte* opinion, because section 112 contemplates my hearing both sides.

If I express my opinion to you which is one of first impression, it must be understood that I reserve the right in case a dispute is referred to me under section 112 to give a different opinion on further consideration, if I consider that a different opinion should be warranted. What I am about to say to you now has not the authority of a decision, but as my view is unfavorable to you, I have less reluctness in expressing it without asking to hear from the other side.

My present view is that the Act of 1894, providing for the exceptional case of mortgages 'not to be registered in full" also provides for exceptional fees and the registrar's charges in connection with the registration of such mortgage, depend wholly upon that Act, and under the Act there is no provision for extra remuneration because a mortgage covers land in two municipalities in the registry division. I incline to think the last part of sub-section 1 of section 111 of the Registry Act of 1893, which provides for the case of ordinary instruments where they embrace different lots or parcels of land situate in different municipalities, affects only instruments which are to be registered in full. It begins "and if the *said* instruments," clearly referring to instruments to be registered in full.

Opinion as to Registration of Statutory Discharge of Mortgage Executed by Heirs-at-law of deceased mortgagee, there being no will and no letters of administration.

To.....

A Registrar.

DEAR SIR,—In answer to yours of the 19th instant, I have to say that in my opinion a statutory discharge of mortgage, under 76 of the Registry Act of 1893, must be signed by the mortgagee, or if the mortgage has been assigned and the assignment registered, then by the assignee, or by such other person as may be entitled by law *to receive the money* and discharge the mortgage. Mere heirs-at-law, who have not taken out letters of administration (there being no will) of a deceased mortgagee, are not entitled to sign a statutory discharge of mortgage. It might be different if they executed a re-conveyance under seal of the legal estate in the lands, but as to this I express no opinion.

Opinion: Proof by Statutory Declaration for Registration purposes insufficient.

To.....

A Registrar.

DEAR SIR,—Regarding the letter of G. J. T., which I return, I am of opinion that the Act of Parliament of Canada known as "The Canada Evidence Act, 1893," providing for statutory declarations, see section 26, does not apply to proof for registration under the Ontario Registry Act, 1893. I think you were right in requiring an affidavit under section 70 of the Registry Act.

Opinion: Registration of Wills—General Register—no local description in wills—same sought to be supplied by affidavits.

To.....

A Registrar.

DEAR SIR,—I am in receipt of a letter dated 25th inst., from your deputy. I am of opinion that where in a will there is a general devise of property, without the lands being mentioned or described, or where there are letters of administration with the will annexed and there is a similar devise, or where there are general letters of administration, to which instruments are attached affidavits declaring that the said instruments affect certain lands which are fully described in the affidavit, your duty is to register the instrument only in the general register. I know of no authority for affidavits of the character described nor do I consider it your duty, nor is it proper to register wills against particular lands unless such lands are specially described in the wills themselves.

Sub-section 2 of section 7 of the Registry Act, 1893, provides for the case of registration of a will where, subsequent to the will, the testator has made conveyances of land described in the will by local description. This was for the obvious purpose of preventing the title being clouded by the will of a testator who had in fact parted with all interest in the land before his death.

———

Opinion: Re *Right to Register and mode of Registering Division Court Judgment discharging Mechanics' Lien.*

To.....

A Solicitor.

DEAR SIR,—I am in receipt of your favor of 3rd instant, touching the registration of an order of division court discharging a mechanic's lien, and the proof required for registration thereof.

I agree with you in thinking that the judge's order annulling and vacating the registration of the lien is an instrument within the meaning of sub-section (1) of section 2 of the Registry Act, 1893, and is capable of registration. I also agree with you in thinking that sections 51 and 52 of the same Act, formerly sections 46 and 45 of the R. S. O., chapter 114, deal with the mode of proof for registration of the instruments therein referred to.

I think that as the Registry Act does not provide for any special form of proof of such an instrument as you desire to register, from the division court, and as the instrument is capable of registration, the better way will be to draw up a formal judgment or certificate of judgment under the hand of the judge, have attached to it the seal of the court and let it be attested by the clerk of the division court, and then I consider the registrar will be justified in registering it.

Opinion : Registration of Will, Original Will improperly deposited in Registry Office—Course to be taken.

To.....

A Barrister.

Dear Sir,—I am in receipt of your favor of 13th inst., regarding the will of H. L. I repeat the view I have had occasion to express in a similar matter in connection with another registry office, when I say that in my opinion the original will is improperly deposited in the registry office. I suggest to get over the difficulty that the party who desires to register the will properly should have a copy prepared and verified by affidavit of one of the witnesses to the will under section 70 of the Registry Act, then the will may be treated as registered, when the copy so verified is left with the registrar under section 70 and I think the registrar may then give up the original will to the party who left it with him, with the usual certificate thereon of registration, that is a certificate of the proper registration.

———

Opinion : Sec. 4, cap. 22, 58 Vic., Registration Probate Will in another County.

To.....

A Deputy Registrar.

Dear Sir,—In answer to your letter of 17th instant, I have to say that in my opinion :

(1) Section 4 of 58 Victoria, chapter 23 does not apply to discharges of mortgage executed prior to the passing of that Act.

(2) In the case of a mortgage covering lands in the county of D., I think it is not sufficient under said section 4, where the executor of the mortgagee executed the discharge of mortgage, to recite that probate of will under which he acts as executor is registered in some other county. In my opinion the Act contemplates the registration of the probate in the county in which the discharge of mortgage is to be registered.

———

Opinion: Information to be furnished by Registrars when fuller abstract than usual required—Registrar should state facts, not express opinions.

To.....

A Registrar.

DEAR SIR,—In reference to the letter of R E. H., dated the 25th instant which you have submitted to me asking my opinion with regard to what he wishes you to state in the column of remarks in an abstract and in future abstracts, I have to say as follows:

(1) Under section 27, Registry Act, 1893, you are when required, to make searches and furnish copies and abstracts of and concerning all instruments or memorials registered, etc., and of and concerning all wills, deeds, orders and other instruments recorded as may be required of you, in writing, and amongst other things to give certificates of all copies and extracts under your hand of and concerning the parties to any such documents or the witnesses to the same or any other particulars which may be required. This clearly requires you to state matters of fact and not matters of opinion.

(2) I therefore think that you are not called upon to express an opinion as to whether a deed is for instance a "regular" statutory deed. You should, however, in an abstract when requested, state whether the deed has been made in pursuance of the Act respecting short forms of conveyances or the like. I do not think, either, that you should state that it contains the "usual" covenants. You may state briefly what covenants it does contain. Nor do I think you should state that the deed is "duly" executed, but you may state that the deed appears to be duly executed by so and so, naming whom. These observations cover the other points. In other words confine your abstract to matters of fact and do not express opinions, but give all the information the instruments contain that parties require you to give.

Opinion: Sec. 4 cap. 22, 58 Vic.—Registration of Probate of Will.
(But see new section, Act of 1896.)

To.....

A Registrar.

DEAR SIR,—I am in receipt of your letter of 30th inst. In answer I have to say that as the Act at present stands, I know of no authority for the registration of the formal part of the certificate of probate of a will unaccompanied by a copy of the will. The will, in my opinion forms part of the probate, and there is no authority at present for detaching it. I have further to observe that the formal probate of the will, while it shows the appointment of executors, does not necessarily show that by the will those executors had authority to discharge the mortgage. For all that might appear on the formal part of the probate there might be a specific devise or bequest of the whole mortgage or mortgage money away from the executors to some one else or for some special purpose.

Mortgages "not to be registered in full."—Endorsement.

(Opinion to a firm of Solicitors.)

"In the course of my inspection I have found mortgages registered without being copied into the register, which were endorsed "not to be registered in full," in some cases by solicitors and in other cases by conveyancers, there being nothing on the endorsement or any part of the instrument showing that the solicitors or conveyancers were the solicitors or agents for the mortgagee; and I have given my opinion to registrars that something more was required upon the instrument to show that the parties making the endorsement were solicitors or agents for the mortgagee and so entitled under the Act to make the endorsement. Many cases have come under my own notice in practice, where the mortgage was prepared and registered by the solicitor for the mortgagor, and where he was not solicitor for the mortgagee. I have no doubt that in the majority of cases the solicitor or conveyancer who prepares the mortgage is solicitor or agent either for both mortgagor and mortgagee or for the mortgagee alone, but it is not so in all cases. I therefore consider it necessary that the instrument itself should contain something to show that the party making the endorsement is, where he is not the mortgagee, either the solicitor or agent for the mortgagee.

I have not regarded the matter from the standpoint of the registrars' fees. It seems to me that a question of the regularity of the registration of the instrument arises and in that view I have thought it well to advise registrars in the way I have indicated. At the same time where the solicitors or conveyancers reside in the locality or personally deliver the instrument, or where they can be immediately communicated with, I have recommended the registrars to ask them, if they have the authority to do so, to make the necessary addition to their endorsement.

The general law, as you know, is that all instruments shall be registered at full length, and I think there should be something on the mortgage itself and thus on record to show that it comes within the Act of 1894."

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(No. 63.)

Copy of an Order of His Honour the Lieutenant-Governor in Council approved of the 15th day of August, 1895, approving of the Companies therein mentioned, as Security for Public Officers. Presented to the Legislature, 6th March, 1896. (*Not printed.*)

RETURN.

Copy of an Agreement dated 3rd day of March, 1896, between the Minister of Education and the Board of Education of the City of Hamilton, affiliating the Ontario School of Pedagogy with the Hamilton Collegiate Institute.

Presented to the Legislative Assembly by command,

J. M. GIBSON,
Secretary.

(Copy.)

THIS AGREEMENT, made this third day of March, in the year of our Lord one thousand eight hundred and ninety-six, between the Minister of Education, acting on behalf of Her Majesty of the first part, and the Board of Education of the city of Hamilton, in the county of Wentworth, hereinafter called the Board of the second part.

Whereas, by chapter 54, section 5, sub-section 2, of an Act passed in the 54th year of Her Majesty's reign, entitled "An Act Consolidating and Revising the Laws respecting the Education Department," the Education Department was given power "to affiliate with the School of Pedagogy such High Schools and Collegiate Institutes as may be necessary for practical instruction in the art of teaching," and

Whereas the Education Department has, by order, made the nineteenth day of February, A.D., 1896, agreed to affiliate the Ontario School of Pedagogy (to be hereafter known as the Ontario Normal College) now carried on in the Departmental buildings in the city of Toronto, with the Hamilton Collegiate Institute, subject to the conditions hereinafter set forth, that is to say :—

1. That the said Board shall provide for the sole use and accommodation of the said Normal College two class-rooms in the building used as a Collegiate Institute in said city, said rooms to be well lighted and ventilated, and capable or seating at least one hundred adults and seventy-five adults, respectively; that the larger class-room shall be seated in the form of an amphitheatre, and the smaller one shall be furnished with desks for at least forty pupils and benches or forms for thirty-five pupils; that both rooms shall be supplied with suitable blackboards, desks and chairs for the officers of the school, subject to the approval of the Minister of Education.

2. That two private rooms be provided of a suitable size, well-lighted and ventilated, and situated within easy reach of the said class-rooms, for the use of the staff of the Normal College, and two waiting-rooms adjoining said class-rooms for the use of the teachers in training, with suitable fittings for cloaks and hats, and with lavatories opening off said private and waiting rooms, all of which shall be subject to the approval of the said Minister.

3. That the class-rooms, waiting-rooms, private rooms, lavatories, and all the halls connected with the same, shall be maintained by the said Board in good order from day to day, as may be required by the Minister of Education.

4. That for the purposes of the said Normal College only, the Principal of the Collegiate Institute and all assistant teachers of the College Institute shall be subject to the authority of the Principal of the Normal College, and in the event of any dispute between the Principal of the Normal College and any member of the teaching staff of the Collegiate Institute in regard to any matter affecting the College, the question in dispute shall be subject to the adjudication of the Minister of Education, whose decision shall be final.

5. That the Board of Education shall appoint such teachers to the staff of the Collegiate Institute as will satisfactorily discharge the additional duties required by the regulations of the Department respecting the School of Pedagogy. In the event of any teacher failing to meet the requirements of the Education Department, the Board of Education shall deal with such teacher as the Minister of Education may direct.

6. That each specialist on the staff of the Collegiate Institute at the head of a department or sub-department shall, if required, deliver during regular school hours to the teachers-in-training a course of at least thirty lectures of one hour each, on the method of teaching the subjects of which he has charge.

7. That any teacher designated by the Principal of the Normal College for that purpose shall be required to receive the teachers in training into his room for purposes of observation or practice teaching, and that all teachers and special-

ists concerned in any way in the course of instruction required by the Education Department for the Normal College shall be required to keep such class records and to conduct such examinations and make such reports as may be required by the Minister of Education or the Regulations of the Education Department.

8. That every form or sub-division thereof in the Collegiate Institute shall be available for practice teaching by the teachers in training for not more than two of the ordinary class time periods of work per week, and, if required, sections of any sub-division of a form may be used for two additional time periods per week.

9. That any special instruction required by the Minister of Education shall be provided by the teachers of the Collegiate Institute in Reading, Writing, Drill, Calisthenics and Gymnastics, and that such examinations as may be prescribed by the Regulations of the Education Department in the subjects aforesaid shall be conducted as the Minister of Education may direct.

10. That the Principal of the Collegiate Institute shall, subject to the approval of the Principal of the Normal College, be required to arrange the times for lectures by the specialists or other teachers, the time for observation lessons and practice teaching and such other details of organization as may be necessary, for the purposes of the Normal College.

Now this indenture witnesseth that in consideration of the conditions hereinbefore set forth, and so long as said Board comply with said conditions according to their true intent and meaning, the party of the first part on behalf of Her Majesty and Her successors in office covenants and agrees with the said Board as follows:—

1. That the Education Department shall cause to be paid to the said Board the sum of $2,500 annually in two equal instalments, on the first day of January and the first day of June in each and every year during the continuance of this agreement, and that said sum shall be received by said Board as a full and complete discharge of the obligations of the said party of the first part for the use and occupation of the rooms set apart for the purposes of the said Normal College, and for the use of any other class-room in the said Collegiate Institute required for observation or practice purposes, including the room used for a library and all laboratories and apparatus, the gymnasium, examination rooms and all other rooms and appliances whatsoever provided by said Board for the use of the pupils of said Collegiate Institute.

2. That the private rooms mentioned in paragraph two shall be furnished at the expense of the party of the first part.

3. That this agreement shall continue in force for ten years from the first day of October, 1896, (subject to a further extension as the parties hereto may agree), but may be cancelled at any time thereafter on one year's notice by either of the parties hereto. Such notice shall be given in writing on or before the first day of July in any year.

4. That this agreement shall not be binding on either party hereto unless and until ratified by resolution of the Legislative Assembly of the Province of Ontario.

In witness whereof the parties hereto have hereunto set their hands and seals on the day and date hereinbefore mentioned.

(L) (Sgd.) GEO. W. ROSS,
Minister of Education, Province of Ontario.

(Sgd.) W. J. GRANT,
(L.S.) Chairman Hamilton Board of Education.
(Sgd.) T. BEASLEY,
Secretary Hamilton Board of Education.

COPY

Of an agreement between the Inspector of Prisons and Public Charities and P. L. Connor, relative to the manufacture of binder twine at the Central Prison. Also of Order in Council approved by His Honor the Lieutenant-Governor, the first day of October, A.D. 1895, authorizing the said agreement.

By Command,

J. M. GIBSON,
Secretary.

Office of the Provincial
Secretary, Toronto.

COPY OF AN ORDER IN COUNCIL APPROVED BY HIS HONOUR THE LIEUTENANT-GOVERNOR, DATED THE FIRST DAY OF OCTOBER, A.D. 1895:

Upon the recommendation of the Honourable the Provincial Secretary, the Committee of Council advise that Your Honour may be pleased to authorize the agreement submitted herewith, being entered into with Patrick Louis Connor for the manufacture of binder twine at the Central Prison by prison labour for a period of five years, from the 1st day of October, 1895, subject to the ratification of the said agreement by the Legislative Assembly at the ensuing Session thereof.

Certified,

(Sgd.) J. LONSDALE CAPREOL,
Asst. Clerk Executive Council.

JAMES NOXON, ESQ.,
Inspector of Prisons.

THIS AGREEMENT made the twenty-fifth day of September in the year of our Lord eighteen hundred and ninety-five.

BETWEEN

The Inspector of Prisons and Public Charities for Ontario, hereinafter called "The Inspector," for and on behalf of Her Majesty by virtue of the 38th section of the Revised Statute respecting the Central Prison, of the first part;

AND

Patrick Louis Connor, of the City of Brantford, in the County of Brant and Province of Ontario, hereinafter called "The Contractor," of the second part.

It is hereby agreed between the Inspector and Contractor as follows:

1. That the Government of the Province of Ontario shall provide a cordage plant with the main line shafting in the cordage building maintained in motion, as now installed at the Central Prison of Ontario, but made equal to a capacity to turn out four tons or over of binder twine per day of ten hours, running 550 feet to the pound, and prison labour to operate it, taking the material as it enters and until it leaves the prison, but limited to an average of not more than one prisoner for each 130 lbs. of twine made for all purposes; the prisoners supplied to perform the labour to be able-bodied men, who, after having entered on the work shall continue in the employment till the expiration of their respective sentences.

2. The Government shall give to the Contractor the use of the following portions of the Central Prison:

First—The general railway facilities of the Prison.

Second—The main room in the basement under the broom shop for storage of twine, fibre and supplies.

Third—The whole of the cordage shop, except the rooms on the ground floor at the north end, at present used as a paint shop; and two small rooms on the ground floor in the south-west corner, now used as store and bleaching rooms.

Fourth—The use of all machinery contained in the said cordage shop for manufacturing binder twine.

3. The Contractor, for himself, his heirs, executors, administrators and assigns, hereby agrees—

First.—That he will, commencing with the pulleys on the main line shafting which transmit power direct to each distinctive machine and at his own cost, keep all belting and machinery in good repair, being granted for this purpose the facilities of the prison machine shop to be used with prison labour only, but to pay therefor the cost of all materials provided and at the rate of one dollar per day for the prison labour which shall include the use of machinery and tools.

Second.—To at all times at his own cost provide all expert labour and instructors necessary in manufacturing, and to supervise and instruct the prisoners in the work required of them in operating the plant; and likewise to provide and deliver to the Central Prison cordage shop all material necessary; and to manufacture from manilla hemp, or from such other fibre as the inspector and contractor may agree upon, not less than four tons of twine on each working day that the full ratio of prisoners specified are provided.

Third.—To pay for all twine and rope manufactured under the provisions of this contract, the sum of eighty-two and one-half cents per 100 lbs. on the gross weight of the bales or coils of twine or rope as it comes from the machines, and to pay the amount to the Bursar of the Central Prison on the twentieth day of each month as the account is rendered therefor.

4. It is nevertheless agreed that the contractors may if they so desire, with the consent of the Inspector and approval of the Minister, manufacture rope, but not to the exclusion of binder twine, nor to an extent to interfere with filling orders for binder twine from farmers, on the terms and conditions hereinafter set forth, and in such case the rope forming and laying machines to make rope up to one inch in diameter, from yarn prepared by the machinery now in use, shall be supplied by the Government. Provided always, that the output of binder twine and rope combined shall not be less in quantity per day that that specified for.

5. The Contractor shall advertise during the months of June, July and August in each year, in not less than six newspapers, to be specified by the Inspector, the retail selling price to farmers in quantities of fifty pounds and over of the twine manufactured at the prison, which shall not exceed:

(*a*) The average cost price per pound of the fibre from which it is made taking into account the stock on hand at the beginning of the business year, and also that purchased during the year, or at the contractor's option, taking as a basis the average weekly price in the London (England) market, worked out C.I.F. Toronto for the year ending 31st day of May in each year.

(*b*) To which add the ratio of cost per pound paid for manufacturing.

(*c*) And an allowance per pound for waste and other incidental cost in the business of manufacturing, not elsewhere specified, as adjudged by the Inspector to be reasonable, but from which the cost of selling and distributing shall be excluded.

(*d*) To all of which there shall further be added one and one-half cents per pound, and the aggregate shall be the maximum selling price of the twine to

farmers for their own use with the cash accompanying the order, delivered from the Central Prison in the city of Toronto.

6. For the purpose of working the contract and to settle disputes that may arise in connection therewith, the Inspector shall at all times during business hours, have access to all cablegrams, telegrams, telegraph codes, contracts, letters, books and papers of the contractor; and may order and conduct such tests in the work of manufacturing binder twine under the contract, as he may deem necessary to decide the matter in dispute, whereupon his decision shall be final and conclusive.

7. The failure on the part of the contractor to advertise the twine at a price as hereinbefore specified, on or before the tenth day of June in any year, and to continue to advertise it in each issue of such papers during the succeeding two months, and to make prompt deliveries of the twine in fulfilment of retail orders received, shall work the annulment of the contract at the discretion of the Inspector, subject to the confirmation thereof by the Honourable, the Provincial Secretary.

8. On declaring the contract annulled it shall be discretionary with the Inspector to take possession of a part or the whole of all manufactured and unmanufactured material on the prison premises used in the manufacture of binder twine, paying therefor the actual cost of the same to the contractor or to persons entitled in interest.

9. The contractor shall make a cash deposit of $5,000.00 on which bank interest will be allowed, as security for the performance of the contract, and to be forfeited as and for liquidated damages in the event of default in any of its provisions as determined by the Inspector and approved by the Minister on due inquiry in respect thereto, which the contractor in such case agrees to pay.

10. Accidents to machinery or buildings, deficiency in the number of prisoners supplied, owing to the requirements of other industries or to epidemic or contagious disease breaking out in the prison whereby the production of twine is curtailed, are not to subject the Government to a claim for damages on account thereof, but to a ratable rebate only from the production agreed upon; provided always, that no rebate shall be allowed, unless after a daily demand in writing has been made for an additional number of prisoners and they have not been immediately furnished to any number called for within the ratio specified.

11. All goods stored on the prison premises by the contractor shall be at their risk from loss or damage from any cause whatever.

12. If at any time it shall be deemed expedient to resume operating the plant on Government account, the contract may be terminated by the Inspector, on the first day of November in any year by giving three months' notice thereof in writing, and by paying the actual cost of any merchantable binder twine in stock made under the contract, and for unmanufactured stock useful in the manufacture of good merchantable binder twine then on hand at the expiry of the notice, with ten per cent. advance thereon, but no addition shall be made to the unmanufactured stock after the serving of the said notice except as may be required to keep the plant in operation for a period not longer than thirty days after the date for terminating the contract,

13. The contractor shall take over at cost all the manufactured twine and binder twine material on hand at the time of entering upon the contract; the twine at a price to be arrived at the same as is provided in making up the selling price of twine by the contractor; and the unmanufactured material at invoice prices with cost of delivering at the prison added.

14. This contract shall, subject to the herein contained provisions as to default and resumption by the Government, be in force from the first day of October, 1895, until the first day of October, 1900, renewable for a further period of five years provided the Lieutenant-Governor-in-Council considers it in the public interest that such further period should be granted.

15. It is hereby declared that these presents shall not be construed to be a demise of the said Central Prison premises, or any portion thereof, nor to give to the said contractor, or his employees, the right of going upon the said premises, except at such times as may having regard to the purposes of this agreement and the safe custody of prisoners, be reasonable and proper.

16. The contractor hereby agrees that he, and his employees engaged in manufacturing, instructing and supervising the said prisoners shall in all things abide by the rules and regulations that are now in force or may be hereafter adopted for the good government and discipline of the said prison, and shall aid in enforcing the observation of all such rules and regulations by the prisoners under their charge.

17. The contractor shall not assign this agreement or sub-let the same without the consent of the Lieutenant-Governor in Council.

18. It is distinctly understood that this agreement is not entered into by the said Inspector of Prisons in his personal capacity, but is binding upon him and his successors as a corporation sole, by virtue of the thirty-eighth section of the Revised Statutes of Ontario, chapter 238.

19. It is expressly agreed that this contract and everything therein contained, shall be void and of no effect, unless the same is ratified by resolution of the Legislative Assembly of Ontario at its next session; and should there be a failure to ratify, all material as provided by clause 12 hereof then on the prison premises belonging to the contractor shall be taken over by the Inspector.

Provided always that anything obtained or done under the said contract shall nevertheless be paid for in accordance with the terms hereof.

In witness whereof the said Inspector and the said Patrick Louis Connor have signed this Agreement, and the said Inspector has affixed his corporate seal and the said Patrick Louis Connor his seal the day and year first above written.

Signed, sealed and delivered in the presence of } (Sgd.) JAMES NOXON. (Seal.)
(Sgd.) PATRICK LOUIS CONNOR. (Seal.)

(Sgd.) R. CHRISTIE.

(No. 66.)

Copy of an Order in Council, approved by His Honour the Lieutenant-Governor the 10th day of March, 1896, fixing the amount to be paid to His Honour Judge Elliott, Junior Judge of the County of Middlssex, out of the Surplus Surrogate fees for the year 1895. Presented to the Legislature, 13th March, 1896. (*Not printed.*)

RETURN

To an Order of the Legislative Assembly, dated 6th March, 1896, shewing the cost of the machinery, the cost of repairing and maintaining the same in order, and the cost of raw material used in connection with the manufacture of binder twine in the Central Prison, giving the aggregate amounts for each year from the beginning of said industry to date, the amounts annually paid as commissions for the sale of the product, the cost of packages, freight and salaries of extra officials and all other expenditures incurred in connect on with or occasioned by the said manufacture. The annual receipts from sales of binder twine during said period and the estimated value of the machinery, plant, material and stock on hand when the said industry was transferred to its present managers

By Command,

J. M. GIBSON,
Secretary.

Office of the Provincial
Secretary, Toronto.

No. 1.

STATEMENT.

Central Prison Cordage Shop, Receipts and Expenditure from inception till taken over by present Contractors, 1st October, 1895, giving each year separately.

Year Ending 30th September, 1893.

Expenditure.

Raw material	$55,796 13	
Repairs, etc	446 71	
Packages	1,684 39	
Freights	654 81	
Salaries	2,083 20	
All other expenditures	1,171 11	
		$61,836 35

Receipts.

Cash from sales	36,492 72

Year Ending 30th September, 1894.

Expenditure.

Raw material	$91,464 72	
Repairs, etc	606 97	
Packages	1,548 71	
Freights	1,156 09	
Salaries	2,511 15	
All other expenditures	679 15	
		$97,966 79

Receipts.

Cash from sales	84,759 98

Year Ending 30th September, 1895.

Expenditure.

Raw material	$62,907 73
Repairs, etc	1,644 59
Packages	2,141 37
Freights	593 65
Salaries	1,775 05

Receipts.

Cash from sales	$120,520 00	
Outstanding accounts	1,195 73	
		$121,715 73

P.S.—No commissions were paid for selling the product of the industry.

Value of the material and stock on hand when the industry was transferred to its present managers.	59,796 31

No. 2.

STATEMENT.

Cost of Central Prison Cordage Shop Plant and value of same when transferred to its present managers.

Cost of plant	$50,183 37
Value of plant when transferred	50,183 37

RETURN

To an Order passed by the Legis'ative Assembly, on the 25th day of March, 1895, for a Return shewing the municipal indebtedness of the various municipalities of the Province on the 31st December, 1894, under the following heads :

1. Roads and Bridges.
2. Railway Bonuses.
3. Aid to Manufactures by way of Bonus.
4. Municipal Waterworks.
5. Waterworks belonging to Companies.
6. Gas and Electricity.
7. High and Public Schools.
8. Sewers.
9. Other purposes, and
10. Also shewing any Debenture Debt for Local Improvements, not above included.

J. M. GIBSON,
Secretary.

Provincial Secretary's Office,
Toronto, March 19th, 1896.

RETURN

Shewing the municipal indebtedness of the various municipalities of the Province on the 31st December, 1894, under the following heads: (1) Roads and Bridges; (2) Railway Bonuses; (3) Aid to Manufactures by way of Bonus; (4) Municipal Waterworks; (5) Water works belonging to Companies; (6) Gas and Electricity; (7) High and Public Schools; (8) Sewers; (9) Other purposes, and (10) Also shewing any Debenture Debt for Local Improvements not above included.

*No return received.

Municipality.	1. Roads and bridges.	2. Railway bonuses.	3. Bonus to manufactures.	4. Municipal waterworks.	5. Water-works comp'nies.	6. Gas and electricity.	7. High and Public Schools.	8. Sewers.	9. Other purposes.	10. Local improvem'nt debenture debt.	Total.
CITIES.	$ c.	$ c	$ c.	$ c	$ c	$ c.	$ c.	$ c.	$ c.	$ c	$ c.
Belleville	64,000 00	91,000 00				29,000 00	90,000 00	30,000 00	107,000 00		411,000 00
Brantford	45,000 00	50,000 00	20,000 00	215,000 00			40,000 00	80,000 00	236,433 00	134,016 56	820,449 56
Guelph				80,556 91			16,181 91		373,070 99	13,428 39	483,238 20
Hamilton	150,000 00	500,000 00		942,000 00			163,459 54	44,449 00	1,250,750 00	87,173 46	3,138,732 00
Kingston		146,191 48		278,000 00			59,130 00	51,761 71	283,266 71	13,584 29	831,904 19
London		65,000 00		464,628 94			50,000 00		1,472,392 88	188,977 76	2,240,999 58
Ottawa	175,000 00	100,000 00		1,399,584 00			169,000 00	450,000 00	147,740 00	336,445 00	2,777,769 00
St. Catharines		80,000 00		304,946 56			8,000 00	30,000 00	349,903 63	33,330 71	806,180 90
St. Thomas	4,496 04	48,215 76	4,870 86	120,003 53			9,943 61	24,496 62	133,349 22	114,397 93	459,773 57
Stratford	29,000 00	115,000 00	2,800 00				40,500 00	10,309 00	190,500 00		358,109 00
Toronto	4,291,864 43	1,030,717 81		3,732,287 22			1,434,471 03	2,624,449 16	4,446,942 62	2,787,579 72	20,368,312 09
Windsor				104,623 06		15,000 00	107,205 00	221,406 39	215,756 00	202,335 21	866,325 66
TOWNS.											
Almonte	18,500 00								26,400 00		44,900 00
Alliston		3,400 00	7,540 00	15,800 00			2,910 00		22,723 52		53,373 52
Amherstburg		4,845 73		25,248 41		2,713 98			26,289 20		59,097 32

Arnprior	971 18	30,000 00					5,987 12		11,634 37		48,589 67
Aurora				11,600 00			15,300 00		2,060 00		28,900 00
Aylmer	2,500 00		1,971 90	9,908 29			14,317 67		4,144 25	8,573 90	41,416 01
Barrie			5,475 80				21,600 00	26,089 52	5,400 00	13,250 00	71,814 52
Berlin	14,190 00	2,980 00	5,581 00					23,814 00	11,787 00	43,669 00	102,021 00
Blenheim		6,288 86							5,404 98		14,693 84
Bothwell							1,475 00		1,550 00		3,025 00
Bowmanville							68,585 00			41,670 00	110,255 00
Bracebridge			2,000 00	16,496 04		8,500 00	8,000 00		2,335 00	3,384 00	40,715 04
Brampton			56,651 51	863 36			2,762 27		88,094 25		148,371 39
Brockville		34,135 16	46,585 45		152,470 65		26,743 32	105,380 43	31,508 20		446,823 21
Carleton Place	7,400 00						2,600 00	8,200 00	4,200 00		22,400 00
Chatham	52,015 21	50 228 87					10,670 00	8,221 88	177,945 28		299,081 24
Clinton		16,500 00		6,000 00			7,000 00				29,500 00
Cobourg			6,000 00						209,591 00		215,591 00
Collingwood						81,927 14			103,915 33		185,842 47
Cornwall			5,929 03				25,000 00	25,750 76	55,680 00	520 44	112,880 20
Deseronto		5,000 00					9,995 00		455 20		15,450 20
Dresden	9,994 20	11,163 61							8,078 49		29,236 30
Dundas				45,454 47					61,068 71		106,523 18
Durham		18,000 00	1,400 00				1,075 20		9,000 00		28,475 20
Essex				25,212 57			9,333 00		26,236 82	6,410 57	67,222 96
Forest							11,560 00		7,582 00		19,142 00
Fort William	30,000 00	15,000 00	10,500 00				28,000 00	10 358 00	18,500 00	4,894 00	117,252 00
Galt	450 00			145,030 00			16,860 00		70,000 00		232,310 00
Gananoque		19,000 00		21,000 00			10,500 00				50,500 00
Gravenhurst						47 00	13,060 00			4,512 93	17,619 93
Goderich	10,000 00		5,000 00	54,000 00		7,000 00	5,000 00	13,031 73	21,980 07		116,011 85
Gore Bay	5 10								47 18	2,469 83	2,522 11
Harriston		20,000 00					6,000 00		2,400 00		2,522 11
Ingersoll		60,000 00	30,500 00						7,000 00	62,688 96	160,188 96
Kincardine	12,000 00	3,000 00	10,000 00	40,000 00		10,000 00				8,500 00	83,500 00
Leamington		8,769 72		16,840 00			13,543 06	397 22	2,929 50		42,379 50
Lindsay	152,000 00						46,900 00				198,900 00
Listowel		15,000 00	23,000 00	4,000 00			18,000 00		20,000 00	9,000 00	89,000 00
Little Current							1,566 00		3,904 00		5,470 00
*Mattawa											
Meaford	2,010 28		749 42				12,982 47		1,892 00		17,634 17
Midland	1,350 00								9,414 51		10,764 51
Milton			4,956 90	17,945 00			2,290 00		17,952 44	1,939 51	45,083 85

RETURN showing the municipal indebtedness of the various municipalities of the Province on the 31st December, 1894, etc.—*Continued.*

Municipality.	1. Roads and bridges.	2. Railway bonuses.	3. Bonus to manufactures.	4. Municipal waterworks.	5. Waterworks companies.	6. Gas and electricity.	7. High and Public School.	8. Sewers.	9. Other purposes.	10. Local improvem't debenture debt.	Total.
TOWNS.—*Con.*	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
Mitchell			15,000 00	15,000 00		2,150 00			5,655 78		37,805 78
Mount Forest		34,000 00	12,000 00				7,750 00		9,600 00		63,350 00
Napanee	4,840 63	30,000 00					18,650 50		34,224 57		87,715 70
Newmarket	2,909 27		3,100 00	24,064 36			19,709 93		3,700 00		53,483 56
Niagara			643 75	28,054 81		16,532 07	515 50		9,570 49		55,316 62
Niagara Falls				78,054 22			33,714 86	1,284 08	27,204 53		110,257 69
North Toronto	8,892 23			43,362 21			21,404 64		5,400 00	7,761 20	90,823 33
North Bay				35,244 00			5,200 00				40,444 00
Oakville	2,196 72						1,278 57			29,900 42	33,375 71
Orangeville		29,500 00	6,000 00				3,388 44		11,300 00	20,000 00	70,188 44
Orillia	1,700 00			56,482 88		22,000 00	14,460 00		31,846 36	125 00	126,614 24
Oshawa			38,055 00				3,300 00		7,426 97		48,781 97
Owen Sound	31,000 00	90,000 00		95,000 00			35,100 41		160,069 17	47,899 60	459,069 18
Palmerston	1,000 00	30,000 00	19,000 00				10,000 00		567 00	1,200 00	61,777 00
Paris	3,603 00		2,971 00	35,788 00					5,671 00		49,033 00
Park Hill			1,200 00				8,000 00		7,400 00		16,600 00
Parry Sound				49,705 95			12,262 07				61,968 02
Pembroke	41,455 00			54,172 00			17,526 00		7,391 00		120,544 00
Penetanguishene		6,822 54		32,903 75	746 50		417 48	6,000 00	5,150 00	10,000 00	62,040 27
Perth	2,600 00	10,400 00	10,209 00			2,400 00			6,809 00		32,400 00
Peterboro'	30,000 00		38,800 00				62,500 00	5,300 00	109,050 00		245,650 00
Petrolia							9,249 88	26,422 18	43,895 08	2,821 00	82,388 14
Picton		7,380 72		27,943 00		15,099 87	6,491 37		27 09		56,042 05
Port Arthur		39,000 00				115,000 00	22,500 00	15,000 00	44,750 00	8,475 00	244,725 25
Port Hope		46,720 00	7,000 00								53,720 00
Prescott							14,341 96		11,036 57		25,378 53
*Rat Portage											
Ridgetown		12,200 00					8,389 00		38,938 54	1,000 00	60,527 00
St. Mary's	4,332 86		23,318 14						31,267 73		58,918 73

Sandwich	83 81			138 15			1,540 65		2,836 87	21,049 23	25,648 71
Sarnia		11,600 00	9,540 00	73,530 00			46,009 73	19,034 20	57,173 37	47,459 62	264,347 01
Sault Ste. Marie		20,000 00					12,300 00		50,583 62	286,732 50	369,616 12
Seaforth			5,000 00	14,500 00		8,500 00	21,500 00		14,000 00		53,500 00
Simcoe		10,060 00	14,000 00				21,700 00		10,000 00	21,408 00	77,108 00
Smith's Falls	29,981 00	16,900 00					14,741 00	4,218 19	7,367 35		73,207 54
Stayner				500 00			1,163 00		1,757 49		3,420 49
Strathroy			8,370 16				1,204 00		28,140 06	3,680 67	41,394 89
Sudbury							3,292 00		2,661 50		5,953 50
Thessalon	300 00						670 00				970 00
Thornbury							907 51				907 51
Thorold		13,200 00				9,061 00	1,775 00	2,876 40	14,205 00		41,117 50
Tilsonburg	10,060 00	10,000 00	10,000 00	3,000 00			15,500 00			13,198 49	61,698 49
Toronto Junction				163,146 55		21,869 59	103,681 24	146,779 80	215,905 31	67,710 85	779,093 34
Trenton		10,000 00	2,500 00				3,665 00		55,000 00	57,267 14	128,432 14
Uxbridge		9,000 00	8,500 00	3,500 00			15,000 00	292 68	5,000 00	4,900 00	46,192 68
Walkerton	13,565 93		10,000 00	24,347 31			12,000 00		4,500 00		65,013 24
Walkerville	56,370 45						5,600 21	13,020 71	558 85		75,550 22
Waterloo		2,562 50	512 40				3,557 00	15,738 34	11,082 51	4,031 49	37,484 33
Welland				58,000 00				4,106 78	25,000 00		77,106 78
Whitby		43,000 00	31,937 4				27,000 00		16,300 00		93,937 43
Wiarton		12,512 86		22,000 00			7,501 00		9,547 32		51,560 38
Wingham		13,000 00	23,000 00	8,000 00			8,500 00		12,000 00		64,500 00
Woodstock	22,953 54	20,000 00	60,000 00	137,956 00			60,525 00	16,333 68	95,000 00	43,748 76	456,516 98
VILLAGES.											
Acton							5,500 00		6,690 00		12,190 00
Ailsa Craig			875 71				1,132 62				2,008 33
Alexandria							7,334 20	102 00			7,436 20
Allandale							2,805 45		736 87		3,542 32
Alvinston		1,100 00		1,198 00			1,977 34		1,150 41		5,425 75
Arkona			225 00				680 00				905 00
Arthur	3,000 00	5,000 00					5,501 35		5,500 00		19,001 55
Ashburnham						165 00	950 00		923 28	7,640 00	9,678 28
Athens		2,618 35					768 00				3,386 35
Ayr										10,200 00	10,200 00
Bath											
Bayfield											
Beamsville				13,000 00			1,857 00		1,068 53		15,925 53
Beaverton	500 00	1,600 00	2,000 00			120 00	2,200 00		1,500 00		7,920 00
Beeton			1,430 00		14,281 77		728 00		3,500 00		15,925 00
Belle River											
Blyth			5,300 00						3,000 00		8,300 00
Bobcaygeon							3,000 00		3,000 00		6,000 00
Bolton									957 55		957 55

RETURN shewing the municipal indebtedness of the various municipalities of the Province on the 31st December, 1894, etc —*Continued*

Municipality.	1. Roads and bridges.	2. Railway bonuses.	3. Bonus to manufactures.	4. Municipal waterworks.	5. Water-works companies.	6. Gas and electricity.	7. High and public schools.	8. Sewers.	9. Other purposes.	10. Local improvement debenture debt.	Total.
VILLAGES.—*Con.*	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
Bradford				2,400 00			8,250 00		2,058 46		12,708 46
Brighton										884 00	834 00
Brussels	2,200 00		20,000 00						10,000 00		32,200 00
Burk's Falls							810 23		36 90	1,807 00	2,654 13
Burlington									2,500 00		2,500 00
Caledonia		8,500 00									8,500 00
Campbellford		1,350 30	4,350 00	13,841 13		8,976 24	14,199 34				42,717 01
Cannington										2,382 14	2,382 14
Cardinal											
Casselman							773 00			1,900 00	2,673 00
Cayuga									5,000 00		5,000 00
Chesley		4,660 00					204 00		5,838 00		10,702 00
Chesterville	201 45	938 22									1,138 77
Chippawa											
Clifford											
Colborne										2,500 00	2,500 00
Creemore		152 40					1,206 00				1,358 40
Delhi											
Drayton			800 00				2,435 31				3,235 31
Dundalk									2,250 00		2,250 00
Dunnville	149 50		431 30	571 51		132 30	1,960 00			431 50	3,676 11
Dutton							2,578 22				2,578 22
East Toronto	13,200 00			16,800 00					17,000 00	6,500 00	53,500 00
Eganville							1,280 00		2,288 08		3,568 28
Elmira		9,200 00									9,200 00
Elora		7,000 00							9,300 00		16,300 00
Embro									3,500 00		3,500 00
Erin									10 16		10 16
Exeter		9,697 58								6,500 00	16,197 58
Fenelon Falls							3,000 00				3,000 00

Fergus	1,051 68	15,000 00							3,331 40		19,383 08
Fort Erie									9,380 03		9,380 03
Garden Island											
Georgetown				38,500 00			12,000 00		1,600 00		52,100 00
Glencoe							8,985 16		1,130 00		10,115 16
Grimsby	800 00		400 00				200 00		500 00		1,900 00
Hagersville											7,703 36
Hastings		2,037 50									2,447 50
Havelock											
Hakesbury	1,000 00						600 00				1,600 00
Hespeler			581 00				7,364 01		4,221 00		12,169 01
Huntonburgh									6,790 60		6,790 60
Holland Landing											
Huntsville							6,847 70		3,313 29		10,160 99
Iroquois	500 00						8,270 93		1,100 00		9,870 93
Kemptville							8,075 00		423 00		8,498 00
Kingsville		7,717 10		18,320 04			11,163 54		9,859 88	2,803 50	49,863 86
Lakefield									10,000 00		10,000 00
Lanark	433 48						4,581 30				5,014 78
Lancaster							524 06				524 06
London West							4,000 00		35,000 00		39,000 00
L'Orignal							223 88				223 88
Lucan							9,000 00		1,800 00		10,800 00
Lucknow				10,000 00					4,500 00		14,500 00
Madoc		5,723 25					12,580 90		1,098 50		19,401 75
Markham			4,814 52	15,747 06		2,338 62	9,466 56	907 50			33,164 26
Markdale		670 00					4,783 09				5,458 09
Maxville							98 00		71 75		169 75
Merrickville		4,700 00	500 00								5,200 00
Merriton				62,712 66			9,697 00				72,409 66
Millbrook							5,340 48				5,340 48
Milvertun		1,933 33⅓									1,933 33⅓
Morrisburgh				21,656 02			13,495 52				35,151 54
Newboro'	236 88	200 00					987 00	42 19	141 67		1,617 74
Newburg		6,000 00					1,400 00				7,400 00
*Newbury											
Newcastle							400 00				400 00
New Hamburg	2,528 26		4,127 26								6,655 52
Niagara Falls South				8,722 29			637 60		500 00		9,859 89
Norwich			4,700 00								4,700 00
Norwood							4,829 10				4,829 10
Oil Springs	3,437 00	8,640 00					1,594 67	435 23	4,270 80		18,377 70
Omemee							150 00				150 00

RETURN shewing the municipal indebtedness of the various municipalities of the Province on the 31st December, 1894, etc.—*Continued.*

Municipality.	1. Roads and bridges.	2. Railway bonuses.	3. Bonus to manufacturers.	4. Municipal water works	5. Water works companies.	6. Gas and electricity.	7. High and public schools.	8. Sewers.	9. Other purposes.	10. Local improvement debenture debt.	Total.
VILLAGES.—*Con.*	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
Ottawa East							1,600 00				1,600 00
Paisley				5,047 55			698 45				5,746 00
Point Edward											
*Port Colborne											
Port Dalhousie	1,457 94		7,983 00				199 59		143 00		9,783 53
Port Dover		1,056 04	9,555 00				4,506 00				15,117 00
Port Elgin			7,714 02				6,810 00		3,688 70		18,212 72
Port Perry		20,000 00					12,000 00		6,000 00	5,000 00	43,000 00
Port Rowan		385 00							1,000 00		1,385 00
Port Stanley			777 06								777 06
Portsmouth											
Preston			7,500 00				1,453 61		1,512 08		23,851 06
Renfrew		23,304 02					1,914 80		5,000 35		30,219 27
Richmond East							2,000 00				2,000 00
Richmond Hill											
Rockland	248 72								155 00		403 72
Shelburne				10,770 00			726 00		7,425 00		18,921 00
Southampton	2,433 00		3,575 00				1,500 00				7,508 00
Springfield											
Stirling							4,900 00				4,900 00
Stouffville			1,598 78				1,500 00		144 05		3,242 83
Streetsville											
Sundridge							300 00		480 00		780 00
Sutton West											
Tara	853 31	2,480 43	2,000 00								5,333 74
Teeswater				8,550 00							8,550 00
Thamesville							4,487 63			5,149 07	9,636 70
Thedford											
Tilbury Centre	2,000 54			7,013 83		1,656 88	4,591 63	1,797 95	1,711 79	800 00	20,272 62
Tiverton			1,500 00				730 50		1,050 00	1,500 00	4,780 50

Tottenham							3,122 87		1,876 01			4,998 88
Tweed			5,000 00				200 00		100 00			5,300 00
Vienna												
*Wallaceburgh												
Wardsville	248 22						785 00		373 81			1,407 03
Waterdown							280 00					280 00
Waterford		1,405 00	6,414 00				10,413 51					18,272 51
Watford							19,542 12	1,289 82	1,141 00			21,972 94
Wellington									1,101 00			1,101 00
Weston							11,298 95		2,054 20			13,353 15
Winchester	287 49	1,221 00					13,245 00					14,753 49
Woodbridge							7,000 00					7,000 00
Woodville	12 50	636 70	51 00			5 50	550 00	14 00	139 00	221 00		1,629 70
Wroxeter		4,000 00										1,400 00
Wyoming			260 00					1,400 00				1,660 00
COUNTIES.												
Brant									15,440 00			15,440 00
Bruce									20,000 00			20,000 00
Carleton	38,000 00							2,000 00	15,000 00			55,000 00
Dufferin										19,155 01		19,155 01
Elgin	15,000 00											15,000 00
Essex									17,000 00	1,800 00		18,800 00
Frontenac		163,800 00					2,974 00			20,000 00		186,774 00
Grey	20,000 00								6,000 00			26,000 00
Haldimand												
Haliburton		5,268 00					473 00		3,400 00			9,141 00
Halton												
Hastings	22,000 00	80,000 00							38,130 08			140,130 08
Huron	262,700 00											262,700 00
Kent	31,729 04						2,023 16					33,752 20
Lambton												
Lanark												
Leeds and Grenville												
Lennox and Addington										120,300 00		120,300 00
Lincoln	4,000 00						1,150 00		12,965 46			18,115 46
Middlesex	199,900 00								20,000 00			519,900 00
Norfolk												

RETURN shewing the municipal indebtedness of the various municipalities of the Province on the 31st December, 1894, etc.—*Continued.*

Municipality.	1. Roads and bridges.	2. Railway bonuses.	3. Bonus to manufactures.	4. Municipal waterworks.	5. Waterworks companies.	6. Gas and electricity.	7. High and Public Schools.	8. Sewers.	9. Other purposes.	10. Local improvement debenture debt.	Total.
COUNTIES.—*Con.*	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
Northumberland and Durham	13,400 00										13,400 00
Ontario									645 98	21,000 00	21,645 98
Oxford									149,794 83		149,794 83
Peel											
Perth		120,000 00							90,000 00		210,000 00
Peterboro'	47,111 16						1,150 28		14,790 06		63,051 50
Prescott and Russell									13,347 00		13,347 00
Prince Edward		33,280 00									32,280 00
Rainy River District			21,169 00				7,234 00		16,641 26	1,750 00	46,794 26
Renfrew									2,502 26	42,764 09	45,266 35
Simcoe		53,200 00									53,200 00
Stormont, Dundas and Glengarry									19,227 42	51,164 51	70,391 93
Victoria		85,000 00									85,000 00
Waterloo	4,000 00								25,328 00		29,328 00
Welland									8,412 00		8,412 00
Wellington									10,000 00		10,000 00
Wentworth							783 99		1,769 12	29,000 00	31,553 11
York	2,195 00								56,001 00		58,196 00
TOWNSHIPS.											
Adelaide	4,192 36						254 00				4,446 36
Adjala		3,582 58								777 00	4,359 58
Admaston							1,613 00				1,613 00
Adolphustown	195 14						1,363 40				1,558 54

Albemarle	173 35	10,000 00					1,348 85		2,387 43		23,909 63
Alberton											
Albion	88 29										88 29
Aldborough							18,580 60		14,129 46		32,709 46
Alfred	577 06			230 20			4,217 62		679 93		5,704 81
Algoma South							423 29		478 97		902 26
Alice											
Alnwick											
Amabel		37,000 00							4,220 00		41,220 00
Amaranth		10,614 00					1,414 41			14,996 50	27,024 91
Ameliasburgh									3,588 50	15,000 00	18,588 30
Amherst Island											
Ancaster											
Anderdon	328 94						3,711 12		4,087 28	1,318 98	9,446 32
Anson							314 35		295 45		609 80
Arran		45,000 00					200 00				45,200 00
Armour							830 50				830 50
Artemesia											
Arthur							638 26		723 68	315 40	1,677 34
Ashfield	10 18						3,751 24		4,215 52		7,976 94
Asphodel	244 59						582 12				826 62
Assiginack							300 00				300 00
Athol											
Augusta									2,635 35		2,635 35
Bagot											
Balfour	356 99						1,450 00				1,450 00
*Bangor							532 00	28 63	333 77	423 70	1,675 03
Barrie											
Barton							225 00				225 00
*Bastard											
Bathurst											
Bayham	147 93										
Beckwith	1,226 36						417 47		6,626 15		7,221 55
Bedford	352 30						2,926 14		1,788 14		5,940 64
Belmont	309 65									300 00	652 30
Bentinck		65,000 00					2,912 86				3,223 51
Bertie											65,000 00
Beverley									10,403 66		10,403 66
Bexley		7,000 00					1,000 00		400 00		8,400 00
Biddulph											
*Billings											
Binbrook											
Blandford											
Blanshard									2,982 13		2,982 13
Blenheim											
Bonfield							4,722 38				4,722 38
Bosanquet							1,265 00		75 00		1,340 00
Brant	50 00	20,000 00					986 00		9,140 00		10,126 66
Brantford						203 20	403 00		585 75	640 00	21,881 95
Brighton											

RETURN shewing the municipal indebtedness of the various municipalities of the Province on the 31st December, 1894, etc.—*Continued*

Municipality.	1. Roads and bridges.	2. Railway bonuses.	3. Bonus to manufactures.	4. Municipal waterworks.	5. Waterworks companies.	6. Gas and electricity.	7. High and Public Schools.	8. Sewers.	9. Other purposes.	10. Local improvem'nt debenture debt.	Total.
TOWNSHIPS.—*Con.*	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
Brock											
Bromley									774 25		774 25
Brooke							4,118 95		22,913 44		27,032 39
Brougham						65 55	103 00			142 00	310 55
Bruce							1,600 00				1,600 00
Brudenell							50 00				50 00
Brunel							778 84				778 84
Burford									5,234 20		5,234 20
Burgess, North							115 00				115 00
Burleigh							1,959 69	343 33	62 70	1,119 62	3,505 34
Burpee							325 00				325 00
Caistor							272 00		2,117 37		2,389 37
Caledon	82 54								700 00		782 54
Caledonia	124 75						1,730 36			1,032 18	2,887 29
Calvin	21 00						731 71		62 25		818 96
Cambridge	1,026 00						456 00				1,662 00
Camden		985 51					2,079 00		7,484 22	3,155 34	13,702 07
Camden, East		8,107 03					610 29				8,717 32
Cameron	300 00										300 00
Camborough											
Carden							291 84				291 84
Cardiff											
Cardwell	22 00						710 95				732 95
Carlow	434 80										424 80
Carnarvon							752 34				752 34
Caradoc							3,799 79		3,574 99		7,374 78
Carrick							2,412 71		3,323 60		5,736 31
Cartwright											
Cavan							2,731 14		2,346 00		5,077 14
Cayuga, North											
Cayuga, South											
Chaffey	451 38						2,529 95				2,981 33
Chandos	750 00										750 00

Chapman							675 00		32 50		707 50
Charlottenburg	119 90						4,262 92			17,332 38	21,715 20
Charlotteville		20,865 00									20,865 00
Chatham							2,916 14			100,212 42	103,129 56
Chinquacousy							2,020 00				2,020 00
Clarence		100 00					3,595 97		66 41	190 32	3,952 73
Clorenlon									515 33		515 33
Clarke											
Clinton							843 00				843 00
Cockburn Island							316 68				316 68
Colborne											
Colchester, North							3,279 10		2,500 00	2,584 10	8,363 20
Colchester, South		22,661 67					1,811 08		4,120 00	36,128 27	64,751 02
Collingwood					388 00		3,544 03		7,365 35		11,497 38
Cornwall							71 65				71 65
Crahame											
Crosby, North		11,000 00					769 35		1,751 57		13,520 92
Crosby, South		4,500 00					1,193 00				5,693 00
Crowland											
Culross											
Cumberland							400 00				400 00
Dalhousie							105 00				105 00
Dalton											
Darling											
Darlington							555 00		110 94		665 94
Dawn							8,707 90		1,300 00	24,537 09	34,554 99
Dawson											
Delaware										1,016 56	1,016 56
Denbigh							110 00				110 00
Derby											
Dereham										3,151 76	3,151 76
Dorchester, North	1,200 00						1,152 69				2,352 69
Dorchester, South										2,000 00	2,000 00
Douro							1,268 61				1,268 61
Dover		1,504 21					790 50			1,523 87	3,818 61
Downie	230 00						318 50		1,325 00		1,873 00
Draper											
Drummond	150 00									880 00	1,330 00
Drury, Denison, Graham							500 00		200 00		700 00
Dumfries, North											
Dumfries, South							13,871 76				13,871 76
Dunnar							25 91				25 91
Dungannon							224 00				224 00
Dunn	167 95						1,550 00				1,717 95
Dunwich							140 60		5,391 00	4,000 00	9,531 00
Dysart							254 40				254 40
Easthope, North									7,554 92		7,554 92
Easthope, South										3,920 00	3,920 00
Eastnor	7,600 00						675 00			6,964 71	15,239 71

RETURN shewing the municipal indebtedness of the various municipalities of the Province on the 31st December, 1894, etc —*Continued.*

Municipality.	1. Roads and bridges.	2. Railway bonuses.	3. Bonus to manufactures.	4. Municipal waterworks.	5. Waterworks companies.	6. Gas and electricity.	7. High and Public Schools.	8. Sewers.	9. Other purposes.	10. Local improvem'nt debenture debt.	Total.
TOWNSHIPS.—*Con.*	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
Edwardsburg											
Egremont		17,271 42									17,271 42
Ekfrid							2,443 41			11,278 55	13,721 96
Elders'ie		45,000 00						1,152 90			46,152 90
Eldon		17,000 00					500 00		2,339 00		19,839 00
Elizabethtown		4,500 00					400 00			3,450 00	8,350 00
Ellice									10,100 00	12,901 80	23,001 80
Elma		14,200 00							4,734 67	16,740 73	35,675 40
Elmsley, North							362 63		700 00		1,063 63
Elmsley, South							70 20				70 20
Elzevir							2,191 81		746 84		2,938 65
Emily		924 00									924 00
*Enniskillen											924 00
Ennismore							1,000 00				1,000 00
Eramosa							600 00				600 00
Erin											
Ernesttown	763 37										763 37
Esquesing							1,251 40				1,251 40
Essa	2,882 33						5,477 09		8,222 83	225 50	16,807 75
Etobicoke		10,000 00					21,627 49			3,178 72	34,806 21
Euphemia	1,425 86						4,231 19		1,243 24	411 00	7,311 29
Euphrasia	1,848 19						5,882 77				7,730 96
Faraday							250 00		225 00		475 00
Fenelon											
Ferris									1,037 00		1,037 00
Finch	130 96	481 67					1,100 00				1,712 63
Fitzroy	174 75						2,416 00		163 25		2,754 00
Flamborough, East							2,644 24		75 00	310 80	3,030 04
Flamborough, West									2,768 00		2,768 00
Flos		23,000 00					7,428 67				30,428 67
Foley	25 00						544 57		10 00		579 57
Fredericksburg, North											
Fredericksburgh, South	1,062 93						2,908 50		4,801 14		8,772 57

Fullarton												
Grimsborough												
Galway	184 90						1,114 17		403 47			1,702 54
Garafraxa, East										2,375 00		2,375 00
Garafraxa, West							500 00		2,226 40	132 56		2,858 96
Georgina		3,200 00					1,450 00		2,545 91			7,195 91
Glamorgan	62 58						877 38		782 28			1,722 24
Glanford												
Glenelg		4,453 23										4,453 23
Gloucester												
Goderich	482 50											482 50
Gordon	83 00						1,226 44		570 13			1,897 57
Gosfield, North									1,000 00	14,255 00		15,255 00
Gosfield, South		11,305 50					326 15		9,942 89	6,239 52		27,814 06
Gouldburne												
Gower, North					57 50	1,538 61	267 00		40 00			1,903 11
Gower, South									968 80			968 80
Grantham	863 65						292 20		2,131 24			3,287 09
Gratlan												
Greenock							800 00					800 00
Grey	130 60								2,576 80	1,400 00		4,107 40
Griffith												
Grimsby, North							147 00		947 22			1,094 22
Grimsby, South							2,430 00					2,430 00
Guelph												
Gwillimbury, East												
Gwillimbury, North		1,740 00										1,749 00
Gwillimbury, West												
Hagarty	445 91	2,000 00					265 56		2,463 70	1,800 00		6,975 17
Hagerman												
Haldimand												
*Hallam												
*Hallowell												
Hamilton												
Harwick									5,609 00			5,609 00
Harvey							746 33			22,060 52		22,806 85
Hawkesbury, East							538 48			843 94		1,382 42
Hawkesbury, West		20,531 00					7,429 72		377 00			28,337 72
Hay							3,688 11			11,438 64		15,126 75
Head							864 48			410 79		1,275 27
Hibbert							440 00					440 00
Hillier												
Hilton							560 00		192 99			752 99
Himsworth, North							2,533 28					2,533 28
Himsworth, South							5,198 18		135 00			5,333 18
Hinchinbroke							104 00					104 00
Holland							3,342 41					3,242 41
Hope												
Horton							770 00					770 00

RETURN shewing the municipal indebtedness of the various municipalities of the Province on the 31st December, 1894, etc.—*Continued.*

Municipality.	1. Roads and bridges.	2. Railway bonuses.	3. Bonus to manufacturers.	4. Municipal waterworks.	5. Waterworks companies.	6. Gas and electricity.	7. High and Public Schools.	8. Sewers.	9. Other purposes.	10. Total improvem'nt debenture debt.	Total.
TOWNSHIPS.—*Con.*	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c	$ c.	$ c.	$ c.	$ c.
Houghton							1,302 26		757 31		2,059 57
Howard	795 80						443 05		6,210 38	4,629 98	12,079 21
Howe Island	29 11						200 00		33 14		262 25
Howick		14,200 00									14,200 00
Howland										61 00	61 00
Hullett									3,939 88	9,908 48	13,858 36
Humberstone							700 00		156 12	2,115 31	2,971 43
Humphrey											
Hungerford											
Huntington							300 00				300 00
Huntley									231 55		231 55
Huron							4,500 00				4,500 00
Innisfil							86 97		3,232 38		3,319 35
Jocelyn							600 00				600 00
Johnson							1,289 86		500 00		1,789 86
Joly	122 19						295 53		282 28		700 00
*Kaladar											
Keewatin							2,785 00				2,785 00
Kennebec											
Kenyon							1,230 00				1,230 00
Keppel	51 75	10,698 39					1,000 00				11,750 14
Kincardine									1,618 87		1,618 87
King							400 00			663 75	1,063 75
Kingston	740 16						308 00		4,752 06		5,800 22
Kinloss										105 00	105 00
Kitley	738 00						3,963 20				4,701 20
Laird									280 00		280 00
Lanark											
Lanca-ter							221 00			13,500 00	13,721 00
Lavant											

Laxton		5,000 00									5,000 00
Leeds and Lansdowne, F.									458 64		458 64
Leeds and Lansdowne, R.						115 00		3,357 05			3,462 05
Limerick						522 14					522 14
Lindsay	426 57					1,397 75		2,225 75			4,050 07
Lobo											
Lochiel											
Logan						583 76		3,219 49	2,534 14		6,337 39
London						2,237 27		20,291 72			22,528 99
Longueil											
Loughboro'	161 87					1,097 05		313 30			1,572 22
Louth						284 00					284 00
Luther, East	2,133 60					4,291 05	427 66	6,875 79			13,728 10
Luther, West	80 10					275 00			1,033 41		1,388 51
Lutherworth											
McDougall											
McGillivray											
McKellar								372 00			372 00
McKillop						80 00			2,828 14		2,898 14
McKim						1,200 00					1,200 00
McLean						200 00		300 00			500 00
McMurrich						1,134 00		120 00			1,284 00
McNab						779 25		851 00			1,630 25
Macaulay											
McDonald and Meredith						186 50					186 50
Machar						1,660 00					1,660 00
Madoc		31,477 00									11,477 00
Maidstone								10,281 81	14,374 15		24,655 96
Malahide						200 00		385 93	9,247 83		9,833 76
Malden						1,434 02		3,050 00	1,314 38		5,798 40
Manvers	85 00					395 00		1,484 07			1,964 07
Mara						1,000 00		5,997 60			6,997 60
March											
Mariposa						3,620 00		4,596 00			8,216 00
Markham											
Marlborough	25 00							1,351 00			1,379 00
Marmora	184 50					908 93		2,642 86			3,736 29
Maryborough						100 00					100 00
Marysburg, North						367 21					367 21
Marysburg, South	840 00							1,265 41			2,105 41
*Mattawan											
Matchedash											
Matilda						949 90		14,476 08			15,425 98
Mayo						200 00					200 00
Medonte	35 00					4,273 03		265 00			4,573 03
Medora	394 00					2,359 75		360 00			3,113 75
Melancthon		2,170 00		11,492 22		2,666 31		1,369 18			17,697 71
Mersea		1,091 83				506 24			29,426 56		31,024 63
Metcalf									5,482 16		5,482 16
Middleton	1,100 00										1,100 00

RETURN shewing the municipal indebtedness of the various municipalities of the Province on the 31st December, 1894, etc.—*Continued.*

Municipality.	1. Roads and bridges.	2. Railway bonuses.	3. Bonus to manufactures.	4. Municipal waterworks.	5. Waterworks companies	6. Gas and electricity.	7. High and Public Schools.	8. Sewers.	9. Other purposes.	10. Total improvem'nt debenture debt.	Total.
TOWNSHIPS.—*Con.*	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
Minden	288 00						1,500 15		1,939 46		3,727 61
Minto	1,000 00	25,000 00									26,000 00
Monaghan, North										230 65	230 65
Monaghan, South											
Monck							1,638 42		384 09		2,022 51
Monmouth									730 10		730 10
Mono											
Montague							400 00				400 00
*Monteagle											
Moore	6,439 51						7,191 78		9,287 82	6,624 10	29,543 27
Mornington		40,000 00									40,000 00
Morris									4,451 57		4,451 57
Morrison											
Mosa							1,000 00		8,836 78		9,836 78
Moulton									2,112 25	900 00	3,012 25
Mountain										800 00	800 00
Mulmur	152 79	1,754 00					600 00		2,682 54		5,188 33
Murray											
Muskoka							290 00		115 20		405 20
Nassagaweya							450 00				450 00
Neibing	1,500 00	10,500 00									12,000 00
Nelson											
Nepean							7,082 55		4,102 37		11,194 92
Niagara							725 49		3,205 94	264 00	4,196 43
Nichol											
Nipissing											
Nissouri, East											
Nissouri, West											
Normanby		29,000 00									29,000 00
Norwich, North		2,438 00								834 46	3,272 46
Norwich, South									281 14		281 14
Notawasaga		4,600 00					305 50			1,300 00	6,205 50

Oakland		6,800 00										6,800 00
Oakley												
Olden												
Oliver		100 00								500 00		600 00
Oneida												
Onondaga	2,000 00											2,000 00
Ops		1,342 00					53 35		3,807 00	8,531 55		13,733 90
Oxford							7,705 00		3,733 00			11,438 00
Orillia	150 00						4,358 00		1,444 00			5,952 00
Oro							2,462 46		2,772 84			5,235 30
Osgoode										11,660 50		11,660 50
Osnabruck							566 00		3,199 76	8,594 11		12,359 87
Oso	38 62						795 61					834 23
Osprey												
Otonabee	2,340 30						6,731 27		5,985 40			15,056 97
Oxford on Rideau												
Oxford, East							1,240 80					1,240 80
Oxford, North										570 00		570 00
Oxford, West												
Pakenham							4,453 33					4,453 33
Palmerston							481 38		1,624 25	460 00		2,565 63
Papineau	25 00						225 00		509 76			759 76
Peel	3,250 71	561 40					6,487 42					10,299 53
Pelee Island							1,681 98			25,147 00		26,828 98
Pelham												
Pembroke							244 80					244 80
Percy	1,501 48	2,445 00					5,327 25		4,894 96			14,168 69
Perry												
Petewawa							800 00					860 00
Pickering	11,000 00						3,971 47		4,652 50			19,623 97
Pilkington							300 00		911 00			1,211 00
Pittsburgh							113 17		5,410 33	1,718 35		7,241 85
Plantagenet, North	1,869 71						4,809 77		1,248 79			7,928 77
Plantagenet, South									1,835 00	1,230 00		3,065 00
Plummer												
Plympton							1,921 50			4,297 86		6,219 36
Portland	1,064 68						3,615 57		4,837 53			9,517 78
Proton							728 34		414 69	5,653 58		6,796 61
Puslinch									2,555 05			2,555 05
Radcliffe							1,299 66		217 00			1,516 66
Ramham												
Raleigh	9,351 23								7,432 36	33,119 25		49,902 84
Rama									1,133 00			1,133 00
Ramsay												
Rawdon									7,368 93			7,368 93
Rayside												
Reach												
Richmond												
Rochester	1,852 09						2,966 78			2,600 00		7,419 87

RETURN shewing the municipal indebtedness of the various municipalities of the Province on the 31st December, 1894, etc.—*Continued.*

Municipalities.	1. Roads and bridges.	2. Railway bonuses.	3. Bonus to manufactures.	4. Municipal waterworks.	5. Waterworks companies.	6. Gas and electricity.	7. High and Public Schools.	8. Sewers.	9. Other purposes.	10. Local improvem'nt debenture debt.	Total.
TOWNSHIPS.—*Con.*	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
Rolph							1,011 39		1,030 40		2,041 79
Romney		17,564 04					2,227 50			21,497 45	41,288 99
Ross							1,950 00				1,950 00
Roxborough	250 00						2,500 00				2,750 00
Russell	1,180 00						2,565 40				3,745 00
Ryde	200 00						56 00				256 00
Ryerson	71 91						2,237 86		59 50		2,369 27
St Joseph's Isle							712 16				712 16
St. Vincent							880 80				880 80
Satter May							175 00				175 00
Saltfleet	125 00	3,000 00									3,125 00
Sandfield							734 47			76 00	810 47
*Sandwich, East											
Sandwich, South							384 00		4,433 00	9,732 24	14,549 24
Sandwich, West										4,973 06	4,973 06
Sarawak		7,500 00					663 00		17 56		8,180 56
Sarnia							1,550 00		9,261 62	17,492 56	28,304 18
Saugeen											
Sault Ste. Marie											
Scarborough	735 26										735 26
Scott										984 67	984 67
Scugog	45 74						169 79		46 50		262 03
Sebastopol											
Seneca											
Seymour	1,526 51	11,289 00					2,620 93		2,730 68		18,167 12
*Sheffield											
Sherbrooke											
Sherbrooke, South											
Shuniah	75 00										75 00
Sidney											
Smith	31 00										31 00
*Snowdon											
Sombra		13,276 00					3,435 00		9,223 00	68,162 32	94,096 32

Somerville		10,000 00					2,606 15			121 00	12,727 15
Sophiasburgh	424 05	925 20					247 00				1,596 25
Southwold	100 00						4,200 00			6,197 99	10,497 99
Springer	858 26						788 15		98 85		1,745 26
Stafford	21 93						299 58		735 14		1,056 65
Stamford	114 78						4,805 75		105 00	7,116 22	12,141 75
Stanhope							100 00				100 00
Stanley	2,198 69						4,202 63		5,072 77	225 61	11,699 70
Stephen									6,000 00	10,532 03	16,532 03
Stephenson	135 00								348 17		483 17
Stisted	320 12						1,480 17		360 17		2,160 36
Storrington							261 30				261 30
Strong	150 00						1,100 00			407 00	1,657 00
Sullivan											
Sunnidale		1,684 85					896 45		1,498 09		4,079 39
*Sydenham											
Tay											
Tecumseth											
Tehkummah											
Thessalon											
Thorah		14,000 00									14,000 00
Thorold	340 51						2,383 73		2,072 59		4,796 83
Thurlow	115 00						2,490 03		10,339 31	1,725 00	14,669 34
Tilbury, East		4,912 88					2,759 65			76,973 38	84,645 91
Tilbury, North							2,415 99			8,541 65	10,957 64
*Tilbury, West											
*Tiny											
Torbolton							2,039 70		1,136 34		3,176 04
Toronto									6,739 12		6,739 12
Toronto Gore							2,553 00		300 00		2,853 00
Tossorontio		4,600 00					1,300 00		1,600 00		7,500 00
Townsend											
Trafalgar	820 00						1,330 00		3,010 60		5,170 60
Tuckersmith											
Tudor											
Turnberry											
Tyendinaga	51 25						386 00		637 00		637 00
									22 70		459 95
Usborne											
Uxbridge		19,000 00					1,800 00				20,800 00
Vaughan											
Vernlam							1,850 00				1,850 00
Vespra	49 25						568 60		194 69		812 54
Waintfleet							400 00		1,891 61	6,757 23	9,048 84
Wallace		20,000 00									20,000 00
Walpole							5,500 00				5,500 00
Walsingham, South		30,148 00					1,523 01				31,671 01
Walsingham, North							1,656 51		1,837 55		3,494 08

RETURN showing the municipal indebtedness of the various Municipalities of the Province on the 31st December, 1894, etc.—*Concluded.*

Municipality.	1. Roads and bridges.	2. Railway bonuses.	3. Bonus to manufacturers.	4. Municipal waterworks.	5. Waterworks companies.	6. Gas and electricity.	7. High and public schools.	8. Sewers.	9. Other purposes.	10. Total improvem'nt debenture debt.	Total.
TOWNSHIPS.—*Concluded.*	$ c.	$ c.	$ $.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
Warwick											
Waterloo	9,951 00						4,353 00			8,682 74	22,986 74
Watt							453 26			900 00	1,353 26
Wawanosh, East											
Wawanosh, West											
Wellesley											
Westmeath											
Westminster	4,704 45						1,038 44				5,742 89
Whitby, East											
Whitby	9,836 69						1,285 29				11,121 98
Whitchurch											
Widdifield											
Wilberforce	177 42						854 91		1,162 76	18 92	2,214 01
Williams, East											
Williams, West	2,467 69						225 70		2,715 81		5,409 20
Williamsburg							440 84			3,116 97	3,557 81
Willoughby							717 41		53 18	339 20	1,109 79
Wilmot	3,090 54						8,986 68				12,077 22
Winchester	2,072 00	7,500 00								6,216 90	15,788 90
Windham											
Wolfe Island	206 70						450 60		2,383 00		3,040 30
Wolford											
Wollaston	13 00						958 19		376 85		1,348 04
Woodhouse		6,200 00							1,200 00		7,400 00
Woolwich		23,100 00									23,100 00
Yarmouth							310 75			2,952 46	3,263 21
Yonge and Escott, Front							140 00			6,895 44	7,035 44
Yonge and Escott, Rear		7,855 05					1,792 00				9,647 05
York	11,587 28	9,664 08					28,327 14	585 62	54,992 21	8,758 12	113,914 40
Zone									4,423 07	4,089 69	8,512 76
Zorra, East										6,249 74	6,249 74
Zorra, West									5,000 00	6,400 00	11,400 00

Total amounts by Cities, Town, Villages, Counties and Townships of the foregoing Returns of municipal indebtedness on the 31st December, 1894

——	Cities.	Towns.	Villages.	Counties.	Townships	Total under each head.
	$ c.	$ c.	$ c.	$ c.	$ c.	$ c.
1. Roads and bridges	4,759,360 47	581,170 41	36,789 77	960,033 20	137,783 76	6,475,139 81
2. Railway bonuses	2,256,125 05	854,109 77	158,970 68	540,548 00	844,930 52	4,654,684 02
3. Bonus to manufacturers	37,670 86	585,488 16	104,465 65	21,169 00	.....	738,793 67
4. Municipal waterworks	7,642,530 32	1,528,891 42	255,750 09	.....	11,722 42	9,438,894 25
5. Waterworks companies	.....	153,217 15	14,281 77	.....	645 50	168,144 42
6. Gas and electricity	44,000 00	322,800 65	13,284 54	.....	1,807 36	381,892 55
7. High and public schools	2,187,861 09	1,102,398 06	342,283 78	15,788 43	504,293 51	4,153,614 87
8. Sewers	3,566,871 88	497,550 72	5,988 69	2,000 00	1,385 24	4,073,796 53
9. Other purposes	9,167,105 05	2,449,611 43	221,935 15	556,394 47	576,969 48	12,972,015 58
10. Local improvement debenture debt	3,911,269 03	911,855 16	69,963 38	306,933 61	861,821 56	6,061,842 74
Grand totals	33,562,793 75	8,987,092 93	1,223,713 70	2,402,868 71	2,942,349 35	49,118,818 44

(No. 69.)

Return to an Order of the House, of the Fourth day of March, 1896, for a Return of copies of all correspondence, documents and writings between any Member of the Government, or between any person or persons and the Government, in connection with the recent charges made by James Massie, late Warden of the Central Prison, against certain of the officials of the Prison. Also, for copies of the Commission, or other appointment, and the instructions given to the Commissioners who investigated the charges. Also, for a copy of all evidence taken before the Commissioners at the investigation, and of the report made thereon by the Commissioners. Presented to the Legislature, 23rd March, 1896. Mr. *Marter*. (*Not printed.*)

(No. 70.)

Return to an Order of the House of the Twenty-sixth day of February, 1896, for a Return of copies of all correspondence between any official of the Corporation of the City of Hamilton and the Department of Crown Lands, or any officer thereof, relating to any question affecting the rights of the City of Hamilton, or any person or persons, to certain portions of Burlington Beach; also, for a copy of any instructions given to S. H. Jones, Esquire, P.L.S., as to defining the limits of any holding either leased to the City of Hamilton, or sold to any individual occupant; also, for a copy of plan of survey made by Mr. Jones; also, for a copy of the original, as well as the subsidary lease. granted to the City of Hamilton by the Department of Crown Lands, Presented to the Legislature, 24th March, 1896. Mr. *Dickenson.* (*Not printed.*)

COPY

Of an Order in Council approved by His Honor the Lieutenant-Governor, the 26th day of March, A. D. 1896, approving of the accompanying agreement between the Canada Publishing Company (Limited), Publishers, of the City of Toronto, and Her Majesty the Queen, represented by the Honorable the Minister of Education for the Province of Ontario, on behalf of the Educational Department of Ontario respecting the publication of "The Public School Writing Course, Vertical System," comprising seven separate books, Nos. 1, 2, 3, 4, 5, 6, 7, for use in the Public Schools of Ontario.

Presented by command,

J. M. GIBSON,

Secretary.

Toronto, 26th March, 1896.

COPY OF AN ORDER IN COUNCIL APPROVED BY HIS HONOR THE LIEUTENANT-GOVERNOR, THE 26TH DAY OF MARCH, A.D. 1896.

Upon the recommendation of the Honorable the Minister of Education, the Committee of Council advise that the accompanying agreement between the Canada Publishing Company (Limited), Publishers, of the City of Toronto, and Her Majesty the Queen, represented by the Honorable the Minister of Education for the Province of Ontario, on behalf of the Education Department of Ontario, respecting the publication of "The Public School Writing Course, Vertica System" comprising seven separate books, Nos 1, 2, 3, 4, 5, 6, 7, for use in the Public Schools of Ontario, be approved of by your Honor.

Certified,

J. LONSDALE CAPREOL,
Assistant Clerk, Executive Council.

THIS INDENTURE made in triplicate this twentieth day of March, in the year of our Lord one thousand eight hundred and ninety-six, BETWEEN The Canada Publishing Company (Limited), of the City of Toronto, Province of Ontario, hereinafter called the Publishers, of the first part, and Her Majesty the Queen, represented herein by the Honorable the Minister of Education for the Province of Ontario, acting for the Education Department of Ontario, of the second part.

WHEREAS the Publishers have made application to the Education Department of the Province of Ontario for the right to print and publish the Public School Writing Course, Vertical System, comprising seven separate books numbers 1, 2, 3, 4, 5, 6, 7, for use in the Public Schools of Ontario.

AND WHEREAS the said Department of Education has approved of such application, and has agreed to grant the said publishers the right to print and publish the said Public School Writing Course, Vertical System, comprising seven separate books, numbers 1, 2, 3, 4, 5, 6, 7, each of which is hereinafter called the book, subject to the covenants and conditions hereinafter contained, and to the terms and conditions of the regulations in that behalf of the said Department of Education

NOW THEREFORE THIS INDENTURE WITNESSETH, that in consideration of the premises and of the sum of one dollar of lawful money of Canada, the receipt whereof is hereby acknowledged, the said publishers do hereby covenant with Her Majesty the Queen, her successors and assigns in manner following, that is to say:

1. That the Publishers shall from time to time and at all times observe, perform and fulfil in respect of the said book each and every of the terms and conditions of the regulations of the said Education Department respecting the

printing and publication of text-books, and also the terms and conditions hereinafter contained, and that each and every copy of each and every edition of the said book for use in the said Province of Ontario shall in every particular be printed and published by the publishers in strict conformity therewith.

2. And that the publishers shall submit or cause to be submitted to the said Education Department sample copies of each and every edition of the said book to be hereafter printed and published, for sale or use in the Province of Ontario, for the approval of such Department as to the mechanical execution of the press-work, binding and all other mechanical parts of the work, and that without such approval having been first had and obtained, no copy of any edition thereof shall be sold or disposed of for use in the said Province of Ontario. And furthermore, in order to avoid causing loss to the said publishers arising from, or liable to arise from, any edition of the said book not being approved of by the Education Department, owing to any serious defect or defects in any edition, and on that account condemned by the Education Department, and forbidden to be sold or issued to the schools or to the public, and also to more effectually protect the public, the said publishers shall submit or cause to be submitted to the Education Department for examination, sample sheets of the different forms of the book about to be printed, and specimens of the ink, paper, millboard, strawboard, cloth, mull, tapes and other material proposed to be used by said publishers in the printing and construction of the said book, together with a statement of the prices, weight, size, and other particulars necessary to judge of the relative quality of the different materials used or proposed to be used; and the approval of the Education Department shall, before any work is proceeded with, be obtained in regard to the quality of the printing, and of the paper, and other material proposed to be used. And furthermore, after sanction has been given to the using of such material, or of such printing, presswork and binding, two sample copies at least of the book shall be submitted by said publishers bound and finished in all respects *as proposed to be issued* by the said publishers, and that without such approval first had and obtained, no work in regard to binding said book shall be proceeded with.

3. And that the paper to be used in each and every edition of the said book, and every copy thereof for use in the Province of Ontario shall be equal in quality to the sample prescribed by the said Education Department, to wit, of good quality, sixty pounds to the ream of 500 sheets, measuring 27½ inches by 28 inches, of good color and texture, and super-calendered, or of such increased weight and improved quality as may be required by the Education Department, provided the cost of the same shall not exceed the cost of the sample herein prescribed, and no inferior quality of paper shall under any pretext whatsoever be used. The presswork and ink shall be first-class throughout, and shall be such as to produce, together with the plates, a clear and distinct impression; and the stitching and binding of each and every edition of the said book, and the material used therein shall be equal to the sample submitted to and approved of by the Education Department as aforesaid. The paper for the cover shall be manilla paper of good color and texture, measuring 27½ inches by 28 inches, and weighing ninety pounds to the ream of 500 sheets, and no departure from such specification shall be made without the sanction of the Education Department. And no copy of the said book which does not in all particulars comply with the foregoing provisions in regard to paper, presswork, typography, ink and binding shall be sold or disposed of for use in the Province of Ontario.

4. And that the said sample copies to be furnished as hereinbefore provided for shall remain on file in the said Education Department, and each and every

copy of each and every edition published, shall in all respects be equal to the sample copy so furnished to and on file in the said Department.

5. And that in case the Minister of Education points out to the said publishers any defect or defects in the sample copies furnished to the said Department as aforesaid, but not deemed by him of sufficient importance to cause him to withhold his approval from such edition, then in such case the said publishers shall in the next following edition or issue to that in which said defect shall have been pointed out, correct the same to the satisfaction of the said Department, but in case serious defects are pointed out by the Minister of Education to the publishers in any edition published by said publishers, and in case such edition is condemned by the Minister of Education as unfit for use in the schools or for sale to the public, the condemned edition shall be withdrawn from sale for use in the Province of Ontario, and shall, if required by the Minister of Education, be delivered by the said publishers into the custody of the Education Department, unless an arrangement satisfactory to the Minister be made for culling out any defective portion or portions, or the matter is in some other way adjusted.

6. And that the said book shall be of the size following that is to say: Numbers 1, 2, 3, 4, 5, 6 shall contain 24 pages each, exclusive of cover, and shall measure 7 x 9 inches, each, respectively; number 7, a book of business forms, shall contain — pages, exclusive of cover, and shall measure 8 x 10 inches. And that the said book shall be sold at retail prices not exceeding the following that is to say: seven cents each, respectively, for books numbers 1, 2, 3, 4, 5 and 6, and ten cents per copy for book 7, a book of business forms, subject to the provisions of clause 11 of this Indenture.

7. And that in order it may be the more easily recognized and ascertained that each and every copy of each and every edition of the said book to be published and in use in the said Province of Ontario is not only authorized but approved as to its mechanical execution, contents and otherwise, by the said Education Department, the publishers shall cause to be printed upon the title page of each and every copy of each and every edition of the said book the name of the firm by which such book is published, and the words "*Authorized by the Education Department for Ontario*," or words to that effect, or shall place upon the title page or cover of each copy of the said book the official stamp of the Education Department.

8. And that the retail price of each and every copy of each and every edition of the said book shall be printed on the cover or title page thereof. No advertisements of any kind shall appear in any of the said books, or upon the covers of the said books, except such as are approved by the Education Department.

9. And that for the better securing the retail sale of the said book at a price not exceeding that above set forth as the maximum retail price, the publishers shall make the sale to any purchaser buying quantities of any of such books or any combination thereof, of one dozen and upwards at one time at prices at least twenty-five per cent. lower than the said prescribed retail prices on the usual terms of sale, and that to purchasers of any of the said books or any combination thereof in lots of the sale value of one hundred dollars, computed at the said *retail* prices, the said publishers shall make a reduction of twenty-five per cent. and ten per cent. in the price thereof, and in lots of the sale value of five hundred dollars, computed at the said *retail* prices, the said publishers shall make a reduction of twenty-five per cent. and ten per cent and five per cent. in the price thereof, and that the said publishers shall and will from time to time

and at all times keep on hand a sufficient quantity of copies of the said book to supply all demands of the public and trade therefor.

10. And that the Minister of Education, or any person by him appointed in writing for that purpose, shall and may from time to time and at any time during business hours, enter the warehouse and all other business premises or any part thereof of the publishers, for the purpose of inspecting any and every edition or issue of such authorized book and every copy thereof, and shall have a right to take sample sheets or other samples of material or sample copies of said books for the purpose of examination, whenever he thinks proper to do so.

11. And that in case the said Education Department shall at any time consider that the retail price and scale of discounts heretofore mentioned of the said book should be reduced, the Minister of Education may arrange, as in his discretion he deems proper, after hearing the statements of the publishers, a reduced retail price and scale of discounts. Provided always that the said reduced retail price and reduced scale of discounts shall allow to the said publishers, in the opinion of the Minister of Education, a fair margin of profit, consideration being duly taken of the original cost of preparing the book, the authors' royalties, the cost of publishing an edition, and the current sales, and provided that the change in prices aforesaid shall not take effect until six months after notice in writing has been given to the publishers by the Education Department.

12. And that the said publishers will not print or publish, nor cause nor authorize to be printed or published, nor be in any way accessory to the printing or publishing of any edition or copy or copies of the said book in the United States or anywhere else without the limits of the Province of Ontario, to be sold within the said Province of Ontario.

13. And that the publishers shall not in any way, without the express consent in writing of the Minister of Education acting on behalf of the Education Department, assign any right conferred upon such publishers by this Indenture, and in case the publishers or any other person entitled to any right by virtue of this Indenture shall become insolvent or shall assign the same to any other person without the said consent the right of the publishers or such other person under this Indenture shall at the discretion of the Education Department thereupon cease and become forfeit and absolutely at an end.

14. And that upon the Minister of Education giving to the said publishers six months' notice, the Education Department may require the alteration of the contents of the said book, and may alter any of the specifications hereinbefore contained, provided the publishing is not thereby made more expensive; but that no change shall be made by the publishers in the contents of the said book, nor any addition thereto, nor any omission therefrom, nor any notes or appendices thereto, nor any other change in the subject matter thereof, without the consent in writing of the said Education Department first had and obtained. The notice hereinbefore provided for may be given by publication thereof in two issues of any newspaper published in the City of Toronto and in the *Ontario Gazette*, or by delivery of the same to the said publishers.

15. And that the publishers shall have a right to print and publish within the said Province of Ontario, and Dominion of Canada, the said book. Provided always, however, that any other publisher may be permitted to publish the said book at any time, by permission to be obtained from the Department of Education for Ontario, subject to an author's royalty of ten per cent. on retail price, and such consideration as may be allowed publishers, in the discretion of the Minister of Education, and subject to such terms and conditions as the Minister

of Education in his discretion may deem expedient. Nothing herein contained shall be deemed to interfere with the right of the Education Department to authorize more than one series of vertical, or other writing books, as may be deemed expedient.

16. And the publishers hereby agree that if the publishers or any of them (if more persons than one are of the first part hereto) deliberately disregard the terms of this Indenture, or fail to carry out the same in a matter of substance, the publishers shall absolutely forfeit all his or their rights under this Indenture, and the Minister of Education may apply to any Division of the High Court of Justice for Ontario to restrain the publishers from further printing, publishing or selling any copies of the said book.

17. Provided and it is hereby expressly agreed that no edition or copy of the said book shall be printed or published by the publishers until the publishers shall have executed these presents and shall have executed to Her Majesty the Queen a bond in the penal sum of two thousand dollars, with two sureties approved by the Minister of Education, each bound in the sum of one thousand five hundred dollars, conditioned for the due observance and fulfilment by the publishers of all the terms, conditions, clauses, agreements, obligations and covenants herein contained, and also of the regulations of the Education Department from time to time in force respecting text-books for use in the Public Schools.

18. It is hereby expressly declared and agreed that the Minister of Education may, on giving the publishers one year's notice in writing, terminate this Indenture at any time after the expiration of five years from the date hereof, but this provision shall not affect the right of the party of the second part to rescind and declare forfeited this Indenture as otherwise hereinbefore provided for.

19. To prevent any possibility of misapprehension, it is hereby expressly declared and agreed that in case there are more persons than one named as of the first part thereto, the breach by any one of such persons of any covenant, term or condition herein contained, whether such covenant, term or condition is affirmative or negative, shall be a breach for which all such persons shall be liable. It is also understood and agreed between the parties hereto that this Indenture contains the whole agreement with respect to the publication of the said book, and that the same is not and has not been and cannot be altered or varied by any verbal statements or explanations made between or by any of the parties hereto.

20. And that should any difference of opinion arise between the parties hereto as to the construction to be put upon any of the terms, conditions and agreements herein contained, the same shall be determined by the Attorney-General of Ontario, after giving the parties hereto an opportunity of presenting their views, in person or by counsel, and such determination by the said Attorney-General shall be final and conclusive and binding upon the parties to this Indenture.

21. It is understood and agreed between the parties hereto that this Indenture is entered into subject to the approval of His Honour the Lieutenant-Governor of the Province of Ontario in Council.

22. It is understood and agreed by the party hereto of the first part that the powers which the Minister of Education has the right to exercise under paragraphs 11 and 15 of this Indenture may, at the option of the said Minister, be exercised by any Judge of a County Court or other official referee holding the office or appointed thereto under the 124th section of the Judicature Act, and to be selected and named by the said Minister from time to time as there is occasion for the purposes of this Indenture, and the said Judge or Referee shall,

for the purpose of doing complete justice in the premises, try such issues and settle such questions as the said Minister shall submit. But nothing herein contained shall be understood to affect or impair any other right or powers which are herein reserved to the said Minister of Education in any other paragraph of this Indenture.

In Witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

PERCY BRETZ,
As to the signature of C. P. Co.

HENRY R. ALLEY,
As to the signature of G. W. Ross.

THE CANADA PUBLISHING CO. (LIMITED.)

S. G. BEATTY,
President.

CHARLES BUILDER, [seal.]
Secretary.

G. W. ROSS. [seal.]

COPY

Of an Order-in-Council approved by His Honour the Lieutenant-Governor the 26th day of March, 1896, approving of the accompanying Agreement between The Copp Clark Company (Limited), Publishers, of the City of Toronto, and Her Majesty the Queen, represented by the Honourable the Minister of Education for the Province of Ontario, on behalf of the Education Department of Ontario, respecting the publication of "The High School Physical Science, Part 2."

Presented by Command,

J. M. GIBSON,
Provincial Secretary.

Provincial Secretary's Department,
Toronto, March 26th, 1896.

COPY OF AN ORDER-IN-COUNCIL APPROVED BY HIS HONOUR THE LIEUTENANT-GOVERNOR, THE 26TH DAY OF MARCH, A.D. 1896.

Upon the recommendation of the Honourable the Minister of Education, the Committee of Council advise that the accompanying agreement between the Copp Clark Company (Limited), Publishers, of the City of Toronto, and Her Majesty the Queen represented by the Honourable the Minister of Education for the Province of Ontario, on behalf of the Education Department of Ontario, respecting the publication of "The High School Physical Science, Part 2," be approved of by Your Honour.

Certified,

J. LONSDALE CAPREOL,
Assistant Clerk Executive Council.

THIS INDENTURE made in triplicate this twenty-fourth day of March, in the year of our Lord one thousand eight hundred and ninety-six, BETWEEN The Copp Clark Company (Limited), of the City of Toronto, Province of Ontario, hereinafter called the publishers, of the first part, and Her Majesty the Queen, represented herein by the Honorable the Minister of Education for the Province of Ontario, acting for the Education Department of Ontario, of the second part.

WHEREAS the publishers have made application to the Education Department of the Province of Ontario for the right to print and publish "The High School Physical Science, Part II.," by F. W. Merchant, for use in the High Schools of Ontario.

AND WHEREAS the said Department of Education has approved of such application, and has agreed to grant the said publishers the right to print and publish the said "High School Physical Science, Part II.," by F. W. Merchant, hereinafter called the book, subject to the covenants and conditions hereinafter contained, and to the terms and conditions of the regulations in that behalf of the said Department of Education.

NOW THEREFORE THIS INDENTURE WITNESSETH, that in consideration of the premises and of the sum of one dollar of lawful money of Canada, the receipt whereof is hereby acknowledged, the said publishers do hereby covenant with Her Majesty the Queen, her successors and assigns, in manner following, that is to say:

1. That the publishers shall from time to time and at all times observe, perform and fulfil in respect of the said book each and every of the terms and conditions of the regulations of the said Education Department respecting the printing and publication of text books, and also the terms and conditions hereinafter contained, and that each and every copy of each and every edition of the said book for use in the Province of Ontario shall in every particular be printed and published by the publishers in strict conformity therewith.

2. And that the publishers shall during the term of authorization submit or cause to be submitted to the said Education Department sample copies of each

and every edition of the said book to be hereafter printed and published, for sale or use in the Province of Ontario, for the approval of such Department as to the mechanical execution of the presswork, binding and all other mechanical parts of the work, and that without such approval having been first had and obtained, no copy of any edition thereof shall be sold or disposed of for use in the said Province of Ontario. And furthermore, in order to avoid causing loss to the said publishers arising from, or liable to arise from, any edition of the said book not being approved of by the Education Department, owing to any serious defect or defects in any edition, and on that account condemned by the Education Department, and forbidden to be sold or issued to the schools or to the public, and also to more effectually protect the public, the said publishers shall submit or cause to be submitted to the Education Department for examination, sample sheets of the different forms of the book about to be printed, and specimens of the ink, paper, millboard, strawboard, cloth, mull, tapes and other material proposed to be used by said publishers in the printing and construction of the said book, together with a statement of the prices, weight, size, and other particulars necessary to judge of the relative quality of the different materials used or proposed to be used; and the approval of the Education Department shall, before any work is proceeded with, be obtained in regard to the quality of the printing, and of the paper and other material proposed to be used. And furthermore, after sanction has been given to the using of such material, or of such printing, presswork and binding, two sample copies at least of the book shall be submitted by said publishers bound and finished in all respects *as proposed to be issued* by the said publishers, and that without such approval first had and obtained, no work in regard to binding said book shall be proceeded with.

3. And that the paper to be used in each and every edition of the said book, and every copy thereof for use in the Province of Ontario shall be equal in quality to the sample prescribed by the said Education Department, to wit, of good quality, seventy-two pounds to the ream of 512 sheets, measuring thirty inches by forty inches, of good color and texture and finish, or of such increased weight and improved quality as may be required by the Education Department, provided the cost of the same shall not exceed the cost of the sample herein prescribed, and no inferior quality of paper shall under any pretext whatsoever be used. The presswork and ink shall be first-class throughout, and shall be such as to produce together with the plates a clear and distinct impression; and the stitching and binding of each and every edition of the said book, and the material used therein shall be equal to the sample submitted to and approved of by the Education Department as aforesaid, to wit: To be full bound in twilled cloth and embossed in black on front cover. Sections to be sixteen pages each, and each section to be wire-stitched to fine, strong, evenly-made mull, extending to within one half inch from top and bottom of book, and overlapping one inch on each side; over the mull a strong piece of paper, or pressing, to be glued. End papers to be the same as that used in book. Cloth for covers to be extra finished, twilled and heavy. Each and every part of the binding to be thoroughly done and durable. The maximum price not to exceed seventy-five cents, and to be stamped on the cover. At the option of the party of the second part, the book shall be sewed with thread in a satisfactory manner, if the wire stitching shall be found defective and unsatisfactory, six months' notice being required in this case; and no departure from such specification shall be made without the sanction of the Education Department. And no copy of the said book which does not in all particulars comply with the foregoing provisions in regard to paper, presswork, typography, ink and binding shall be sold or disposed of for use in the Province of Ontario.

4, And that the said sample copies to be furnished as hereinbefore provided for shall remain on file in the said Education Department, and each and every copy of each and every edition published, shall in all respects be equal to the sample copy so furnished to and on file in the said Department.

5. And that in case the Minister of Education points out to the said publishers any defect or defects in the sample copies furnished to the said Department as aforesaid, but not deemed by him of sufficient importance to cause him to withhold his approval from such edition, then in such case the said publishers shall in the next following edition or issue to that in which said defect shall have been pointed out, correct the same to the satisfaction of the said Department, but in case serious defects are pointed out by the Minister of Education to the publishers in any edition published by said publishers, and in case such edition is condemned by the Minister of Education as unfit for use in the schools or for sale to the public, the condemned edition shall be withdrawn from sale for use in the Province of Ontario, and shall, if required by the Minister of Education, be delivered by the said publishers into the custody of the Education Department, unless an arrangement satisfactory to the Minister be made for culling out any defective portion or portions, or the matter is in some other way adjusted.

6. And that the said book shall be of the size following, that is to say : It shal be uniform in size with the Ontario Readers, and shall contain 450 pages, exclusive of title page and end papers. And that the said book shall be sold at retail prices not exceeding the following : Seventy-five cents per copy.

7. And that in order it may be the more easily recognized and ascertained that each and every copy of each and every edition of the said book to be published and in use in the said Province of Ontario is not only authorized but approved as to its mechanical execution, contents, and otherwise, by the said Education Department, the publishers shall cause to be printed upon the title page of each and every copy of each and every edition of the said book the name of the firm by which such book is published, and the words "Authorized by the Education Department for Ontario," or words to that effect, or shall place upon the title page or cover of each copy of the said book the official stamp of the Education Department.

8. And that the retail price of each and every copy of each and every edition of the said book shall be printed on the cover or title page thereof. No advertisements of any kind shall appear in any of the said books, or upon the covers of the said books, except such as are approved by the Education Department.

9. And that for the better securing the retail sale of the said book at a price not exceeding that above set forth as the maximum retail price, the publishers shall make the sale to any purchaser buying quantities of such book of one dozen and upwards at one time at prices at least twenty-five per cent. lower than the said prescribed retail prices and five per cent. for cash, and that to purchasers of the said book in lots of the sale value of one hundred and fifty dollars, computed at the said retail prices, the said publishers shall make a reduction of twenty-five per cent., an additional five per cent and five per cent. for cash on the price thereof, and that the said publishers shall and will from time to time and at all times keep on hand a sufficient quantity of copies of the said book to supply all demands of the public and trade therefor as long as the book remains authorized

10. And that the Minister of Education, or any person by him appointed in writing for that purpose, shall and may from time to time and at any time during business hours enter the warehouse and all other business premises or any part thereof of the publishers, for the purpose of inspecting any and every edi-

tion or issue of such authorized book and every copy thereof, and shall have a right to take sample sheets or other samples of material or sample copies of said books for the purpose of examination, whenever he thinks proper so to do.

11. And that in case the said Education Department shall at any time consider that the retail price and scale of discounts heretofore mentioned of the said book should be reduced, the Minister of Education may arrange, as in his discretion he deems proper, after hearing the statements of the publishers, a reduced retail price and scale of discounts. Provided always that the said reduced retail price and reduced scale of discounts shall allow to the said publishers, in the opinion of the Minister of Education, a fair margin of profit, consideration being duly taken of the original cost of preparing the book, the authors' royalties, the cost of publishing an edition, and the current sales, and provided that the change in prices aforesaid shall not take effect until six months after notice in writing has been given to the publishers by the Education Department, but the publishers may withdraw the book from publication at the reduced price on six months' notice in writing to the Education Department.

12. And that the said publishers will not print or publish, nor cause nor authorize to be printed or published, nor be in any way accessory to the printing or publishing of any edition or copy or copies of the said book in the United States or anywhere else without the limits of the Province of Ontario, to be sold within the said Province of Ontario.

13. And that the publishers shall not in any way during authorization without the express consent in writing of the Minister of Education acting on behalf of the Education Department, assign any right conferred upon such publishers by this indenture, and in case the publishers or any other person entitled to any right by virtue of this indenture shall assign the same to any other person without the said consent the right of the publishers or such other person under this indenture shall at the discretion of the Education Department thereupon cease and become forfeit and absolutely at an end.

14. And that upon the Minister of Education giving to the said publishers six months' notice, the Education Department may require the alteration of the contents of the said book, and may alter any of the specifications hereinbefore contained, provided the publishing is not thereby made more expensive; but that no change shall be made by the publishers in the contents of the said book during authorization nor any addition thereto, nor any omission therefrom, nor any notes or appendices thereto, nor any other change in the subject matter thereof, without the consent in writing of the said Education Department first had and obtained. The notice hereinbefore provided for may be given by publication thereof in two issues of any newspaper published in the City of Toronto and in *The Ontario Gazette*, or by delivery of the same to the said publishers.

15. And the publishers hereby agree that if the publishers or any of them (if more persons than one are of the first part hereto) deliberately disregard the terms of this indenture, or fail to carry out the same in a matter of substance, the publishers shall absolutely forfeit all his or their rights under this indenture, and the Minister of Education may apply to any division of the High Court of Justice for Ontario to restrain the publishers from further printing, publishing or selling any copies of the said book.

16. Provided and it is hereby expressly agreed that no edition or copy of the said book shall be printed or published by the publishers until the publishers shall have executed these presents and shall have executed to Her Majesty the Queen a bond in the penal sum of two thousand dollars, with two sureties

approved by the Minister of Education, each bound in the sum of one thousand dollars, conditioned for the due observance and fulfilment by the publishers of all the terms, conditions, clauses, agreements, obligations and covenants herein contained, and also of the Regulations of the Education Department from time to time in force respecting text-books for use in the Public Schools.

17. It is hereby expressly declared and agreed that the book shall be authorized in Ontario during the pleasure of the Minister of Education.

18. To prevent any possibility of misapprehension, it is hereby expressly declared and agreed that in case there are more persons than one named as *of the first part* hereto, the breach by any one of such persons of any covenant, term or condition herein contained, whether such covenant, term or condition is affirmative or negative, shall be a breach for which all such persons shall be liable. It is also understood and agreed between the parties hereto that this indenture contains the whole agreement with respect to the publication of the said book, and that the same is not and has not been and cannot be altered or varied by any verbal statements or explanations made between or by any of the parties hereto.

19. And that should any difference of opinion arise between the parties hereto as to the construction to be put upon any of the terms, conditions and agreements herein contained, the same shall be determined by the Attorney-General of Ontario, after giving the parties hereto an opportunity of presenting their views, in person or by counsel, and such determination by the said Attorney-General shall be final and conclusive and binding upon the parties to this indenture.

20. It is understood and agreed between the parties hereto that this indenture is entered into subject to the approval of His Honour the Lieutenant-Governor of the Province of Ontario in Council.

21. It is understood and agreed by the party hereto of the first part that the powers which the Minister of Education has the right to exercise under paragraph 11 of this indenture may, at the option of the said Minister, be exercised by any Judge of a County Court or other official referee holding the office or appointed thereto under the 124th section of the Judicature Act, and to be selected and named by the said Minister from time to time as there is occasion for the purposes of this indenture, and the said Judge or Referee shall, for the purpose of doing complete justice in the premises, try such issues and settle such questions as the said Minister shall submit. But nothing herein contained shall be understood to affect or impair any other right or powers which are herein reserved to the said Minister of Education in any other paragraph of this indenture.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of } H. L. THOMPSON, President. { Seal of the Copp Clark Co. (Limited). }

H. M. WILKINSON. } GEO. W. ROSS. { Seal of the Education Department, Ontario. }

COPY

Of an Order in Council approved by His Honor the Lieutenant-Governor, the 26th day of March, 1896, approving of the accompanying agreement between The Copp Clark Company (Limited), The Canada Publishing Company (Limited) and The W. J. Gage Company (Limited) Publishers, of the City of Toronto, and Her Majesty the Queen, represented by the Honorable the Minister of Education for the Province of Ontario, on behalf of the Education Department of Ontario, respecting the publication of Public School Readers, consisting of:

The First Reader, Part I.,
The First Reader, Part II.,
The Second Reader,
The Third Reader,
The Fourth Reader, and
The High School Reader.

Presented by command,

J. M. GIBSON,
Provincial Secretary.

Provincial Secretary's Department,
Toronto, March 26th, 1896

COPY OF AN ORDER IN COUNCIL APPROVED BY HIS HONOR THE LIEUTENANT-GOVERNOR, THE 26TH DAY OF MARCH, A.D. 1896.

Upon the recommendation of the Honorable the Minister of Education, the Committee of Council advise that the accompanying agreement between The Copp Clark Company (Limited), The Canada Publishing Company (Limited) and the W. J. Gage Company (Limited), Publishers, of the City of Toronto, and Her Majesty the Queen represented by the Honorable the Minister of Education for the Province of Ontario, on behalf of the Education Department of Ontario, respecting the publication of Public School Readers, consisting of: The First Reader, Part I, the First Reader, Part II., the Second Reader, the Third Reader, the Fourth Reader, and the High School Reader be approved of by your Honor

Certified,

J. LONSDALE CAPREOL,
Asst. Clerk Executive Council.

THIS INDENTURE made in duplicate this twenty-fourth day of March, in the year of our Lord, one thousand eight hundred and ninety-six, BETWEEN The W. J. Gage Company (Limited) of the City of Toronto, Province of Ontario, hereinafter called the Publisher, of the first part, and Her Majesty the Queen, represented herein by the Honorable the Minister of Education for the Province of Ontario, acting for the Education Department of Ontario, of the second part.

WHEREAS the said publisher has made application to the Education Department of the Province of Ontario for a right to print and publish the "Ontario Readers," to be hereafter known as the Public School Readers, for use in the Public Schools of Ontario, and the High School Reader for use in the Public and High Schools of Ontario.

AND WHEREAS, the said Education Department has approved of such application and in consideration of the sum of three thousand dollars of lawful money of Canada paid by the Publisher (the receipt whereof is hereby acknowledged) has agreed to grant the said publisher the right to print and publish the said Public School Readers, consisting of: The First Reader, Part I., the First Reader, Part II., the Second Reader, the Third Reader, the Fourth Reader, and the High School Reader, in all six books, each of them being hereinafter called "the Book," subject to the covenants and conditions hereinafter contained, and to the terms and conditions of the regulations in that behalf of the said Education Department;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in consideration of the premises, the said publisher doth hereby covenant with Her Majesty the Queen, her successors and assigns, in manner following, that is to say:

1. That the said publisher shall, from time to time, and at all times, observe, perform and fulfil in respect of the book, each and every of the terms and conditions of the regulations of the said Education Department respecting the printing and publication of text books, and also the terms and conditions hereinafter contained, and that each and every copy of each and every edition of the said book for use in the Province of Ontario, shall in every particular be printed and published by the Publisher in strict conformity therewith.

2. And that the publisher shall submit, or cause to be submitted, to the said Minister of Education, sample copies of each and every edition of the said book to be hereafter printed and published for sale, or use, in the Province of Ontario, for the approval of such Education Department as to the mechanical execution of the press work, binding and all other mechanical parts of the work, and that without such approval having been first had and obtained, no copy of any edition thereof shall be sold or disposed of for use in the said Province of Ontario. And furthermore, in order to avoid causing loss to the said publisher, arising from, or liable to arise from, any edition of the said book not being approved of by the Education Department, owing to any serious defect or defects in any edition, and on that account condemned by the Education Department, and forbidden to be sold or issued to the schools or to the public, and also to more effectually protect the public, the said Publisher shall submit, or cause to be submitted, to the Minister of Education for examination, sample sheets of the different forms of the book about to be printed, and specimens of the ink, paper, millboard, strawboard, cloth, mull, tapes and other material proposed to be used by the said publisher in the printing and construction of the said book, together with a statement of the prices, weight, size and other particulars necessary to judge of the relative quality of the different materials used or proposed to be used; and the approval of the Minister of Education shall, before any work is proceeded with, be obtained in regard to the quality of the printing and of the paper and other material proposed to be used. And furthermore, after sanction has been given to the using of such material, or of such printing, press work and binding, two sample copies at least of the book of each and every edition shall be submitted by the said publisher, bound and finished in all respects as proposed to be issued by the said publisher, and that without such approval first had and obtained, no work in regard to binding said book shall be proceeded with.

3. And that the paper to be used in each and every edition of the said book, and every copy thereof, for use in the Province of Ontario, shall be equal in quality to the sample prescribed by the said Education Department, to wit, of good quality and approved color and texture, weighing sixty-six pounds to the ream of 512 sheets, each sheet measuring thirty by forty inches, super-calendered, or of such increased weight and improved quality as may be required by the Minister of Education, provided the cost of the same shall not exceed the cost of the sample herein prescribed, and no inferior quality of paper shall under any pretext whatsoever be used. The ink used shall be first class and the press work throughout the book shall be such as to produce, from the plates used, a clear and distinct impression of every page and illustration; and the stitching and binding of each and every edition of the said book, and the material used therein shall be equal to the sample submitted to, and approved of by, the Minister of Education as aforesaid

THAT IS TO SAY:

The book shall be bound in stiff covers, with the cloth turned in; the quality of the strawboard therefor being subject to the approval of the Minister of Education The publisher shall use heavy, extra finished, plain cloth for the First Reader, Parts I. and II., and heavy, extra finished, twilled cloth for the Second, Third, Fourth and High School Readers. The covers of the book shall be embossed in black on first and last pages thereof. The sections of the First Reader, Part I., shall be thread-sewed to extra strong, evenly-made mull, extending to within one-half inch from the top and bottom of the book and overlapping one inch on each side. Over the mull a strong sheet of paper of approved quality

and color shall be glued, and the First Reader, Part I., thus stitched, with proper end papers shall be strongly glued into covers approved by the Minister of Education.

The sections of the First Reader, Part II., the Second, Third, Fourth and High School Readers shall be 16 pages each, and each section shall be thread-sewed to three tapes or strings; the stitches and tapes or strings shall be covered with fine, strong, evenly-made mull, extending to within one-half inch from top and bottom of the book and overlapping one inch on each side; over the mull a strong piece of paper, or pressing, shall be glued, and the book thus stitched with proper end papers shall be strongly glued into its stiff covers.

If, however, the publisher prefer, he may substitute wire-stitching for the thread-sewing in above specifications as regards the First Reader, Part II., the Second, Third, Fourth and High School Readers.

In wire-stitching, the tapes and strings may be omitted, but the book (Part I. not included) shall be stitched to extra strong, fine, evenly made mull, in sections of 16 pages, the mull to extend from the top to bottom of the book with the stitches extending as close to the top and bottom of the book as possible, the material and binding, in all other respects to conform with the specifications set forth in the foregoing for thread-stitching, and each and every book shall correspond with, and be in all respects equal to, the specimen book approved of by the Minister of Education.

Each and every part of the book, whether thread-sewed or wire-stitched, shall be so thoroughly manufactured as to make the book strong and durable.

The maximum price not to exceed price fixed herein, and to be stamped on the cover, and no departure from such specification shall be made without the sanction of the Education Department. And no copy of the said book which does not in all particulars comply with the foregoing provisions in regard to paper, ink and other material, press work, typography and binding, shall be sold or disposed of for use in the Province of Ontario.

4. And that the said sample copies to be furnished as hereinbefore provided for, or which shall be taken for examination by the officer, or officers, representing the Education Department as hereinafter provided for, shall remain on file in the Education Department, and each and every copy of each and every edition published shall in all respects be equal to the sample copy or copies approved of by the Education Department, and the said sample copy or copies so furnished shall remain on file in the said Education Department.

5. And that in case the Minister of Education points out to the said publisher any defect, or defects, in the sample copies furnished to the said Education Department as aforesaid, but not deemed by him of sufficient importance to cause him to withhold his approval from such edition, then in such case the said publisher shall, in the next following edition or issue to that in which said defects shall have been pointed out, correct the same to the satisfaction of the said Education Department, but in case serious defects are pointed out by the Minister of Education to the publisher, in any edition published by the said publisher, and in case such edition is condemned by the Minister of Education as unfit for use in the schools or for sale to the public, the condemned edition shall be withdrawn from sale for use in the Province of Ontario and shall, if required by the Minister of Education, be delivered by the said publisher into the custody of the Education Department, unless an arrangement satisfactory to the Minister be made for culling out any defective portion or portions, or the matter is in some way or other adjusted to the satisfaction of the said Minister.

6. And that the said books shall be of the size following, that is to say, exclusive of end papers and covers:

The First Part of the First Reader shall consist of 64 pages.

The Second Part of the First Reader shall consist of 96 pages.

The Second Reader shall consist of 184 pages.

The Third Reader shall consist of 280 pages.

The Fourth Reader shall consist of 344 pages.

The High School Reader shall consist of 512 pages, inclusive of the Notes.

Each page of each of the said books shall be six inches long by three and a half inches wide in the press work, with a reasonable margin sufficient to make each page at least seven and a quarter inches long by five inches wide, and that the said books shall, on and after the first day of January, 1897, be sold at retail prices not exceeding the following:

For the First Reader, Part I	ten cents.
For the First Reader, Part II	fifteen cents.
For the Second Reader	twenty cents.
For the Third Reader	thirty cents.
For the Fourth Reader	forty cents.
For the High School Reader	fifty cents.

And until the said period the prices fixed by the former agreement shall prevail.

7. And in order that it may be the more easily recognized and ascertained that each and every copy of each and every edition of the said book to be published and in use in the said Province of Ontario is not only authorized but approved as to its mechanical execution, contents and otherwise, by the said Education Department, the publisher shall cause to be printed upon the title page of each and every copy of each and every edition of the said book the name of the firm by which such book is published, and the words "Authorized by the Education Department for Ontario," or words to that effect, or shall place upon the title page or cover of each copy of the said book the official stamp of the Education Department.

8. And that the retail price of each and every copy of each and every edition of the said book shall be printed on the cover thereof. No advertisements of any kind shall appear in any of the said books, or upon the covers of the said books, except such as are approved by the Education Department.

9. And that for the better securing the retail sale of the said book at a price not exceeding that above set forth as the maximum retail price, the publisher shall make sale to any purchaser buying quantities of the book at one time as follows:

On one dozen copies and upwards, 25 per cent. off the prescribed retail price.

On quantities of the value of $1,000 and upwards (the said purchase being made of any quantity of any or all of the said books and in any proportion the purchaser may desire) 25 per cent. discount off the prescribed retail price, and an extra 10 per cent. thereafter.

And that the said publisher shall and will from time to time and at all times, keep on hand a sufficient quantity of copies of the said book to supply all demands of the public and trade therefor, and shall in order to effect that result publish the whole series of books, and shall not print or publish one or more of the said series which may be more profitable to the exclusion of any other of the said series.

10. And that the Minister of Education or any person appointed by him in writing for that purpose, shall and may from time to time and at any time during business hours during the term covered by this contract, enter the warehouse and all other business premises or any part thereof of the publisher, for the purpose of inspecting any and every edition or issue of such authorized book and every copy thereof, and shall have a right to take away from the premises, free of charge, sample sheets, or other samples of material, or sample copies of said books in any stage of manufacture for the purpose of examination and report whenever he thinks proper so to do.

11. And that the said publisher shall not print or publish, nor cause nor authorize to be printed or published, nor be in any way accessory to the printing or publishing, of any edition or copy or copies of the said book in the United States, or anywhere else outside the limits of the Province of Ontario, to be sold within the said Province of Ontario.

12. And that the publisher shall not in any way, without the express consent in writing of the Minister of Education, acting on behalf of the Education Department, assign any rights conferred upon such publisher by this Indenture, and in case the publisher or any other person entitled to any right by virtue of this Indenture, shall assign the same to any other person without the said consent, the right of the said publisher or such other person, under this Indenture, shall, at the discretion of the Education Department, thereupon cease and become forfeit and absolutely at an end, and if the said publisher shall make any assignment in insolvency or otherwise for the benefit of his creditors, then all the rights of the said publisher hereunder shall forthwith, at the option of the said Minister of Education, be forfeited and void.

13. And that upon the Minister of Education giving to the said publisher six months notice, the Education Department may require the alteration of the contents of the said book, and may alter any of the specifications hereinbefore contained, provided the publishing is not thereby made more expensive; but that no change shall be made by the publisher in the contents of the said book, nor any edition thereto, nor any omission therefrom, nor any notes or appendices thereto, nor any other change in the subject matter thereof, without the consent in writing of the said Education Department first had and obtained. The notice hereinbefore provided for may be given by publication thereof in two issues of any newspaper published in the city of Toronto and in *The Ontario Gazette*, or by delivery of the same to the said publisher.

14. And that the said publisher shall have for ten years, from the first day of July, in the year of our Lord one thousand eight hundred and ninety-six, a right to print and publish within the said Province of Ontario, for use in the schools thereof, the said book, but no longer, without the written authority of the Education Department, and that at the end of the term above named without such formal renewal of the right to publish as aforesaid, all rights, claims, privileges and benefits of any nature and kind whatsoever, held by the publisher under this Indenture, shall absolutely cease and determine. Provided always, however, that any other publisher or publishers may be permitted to publish the said book at any time by permission to be obtained from the Department of Education for Ontario, subject to the terms and conditions herein set out and also contained in a certain Indenture bearing even date herewith and made between The W. J. Gage Company (Limited), The Canada Publishing Company (Limited), The Copp, Clark Company (Limited) and the said party hereto of the second part.

15. And the publisher agrees that if the publisher shall carelessly or deliberately disregard the terms of this Indenture, or fail to carry out the same in a matter of substance, the publisher so disregarding shall absolutely forfeit all their rights under this Indenture, and the Minister of Education may apply to any Division of the High Court of Justice for Ontario, to restrain the said publisher from further printing, publishing or selling any copies of the said book.

16. Provided, and it is expressly hereby agreed, that on and after the date of this Indenture the book shall be printed from new plates to be approved by the Minister of Education, and that thereafter any and all plates becoming worn or broken, or condemned by the Minister of Education as doing unsatisfactory work, shall forthwith be renewed, or replaced, at the expense of the publisher, and the condemned plate, or plates, shall be delivered up into the custody of the Education Department.

17. It is also understood and agreed that the covenants herein expressed as applicable to the said publisher shall bind also his successors and assigns.

18. To prevent any possibility of misapprehension, it is hereby expressly declared and agreed that in case there are more persons than one named as *of the First Part* hereto, the breach by any one of such persons of any covenant, term or condition herein contained, whether such covenant, term or condition is affirmative or negative, shall be a breach for which all such persons shall be liable.

19. It is also understood and agreed between the parties hereto, that this Indenture and the said above mentioned Indenture bearing even date herewith, contain the whole agreement with respect to the publication of the said books, and that the same is not, and has not been, and cannot be added to, altered or varied by any verbal statements or explanations made between or by any of the parties hereto.

20. Provided, and it is expressly hereby agreed, that no edition or copy of the said book shall be printed or published until the publisher shall have executed these presents, and shall have executed to Her Majesty the Queen a bond in the penal sum of five thousand dollars, with two sureties approved by the Minister of Education, each bound in the sum of two thousand five hundred dollars, conditioned for the due observance and fulfilment by the publisher of all the terms, conditions, clauses, agreements, obligations and covenants herein contained, and also of the regulations of the Education Department from time to time in force respecting text-books for use in the Public Schools.

21. And that should any difference of opinion arise between the parties hereto as to the construction to be put upon any of the terms, conditions and agreements herein contained, the same shall be determined by the Attorney-General of Ontario, after giving the parties hereto an opportunity of presenting their views, in person, or by counsel, and such determination by the said Attorney-General shall be final and conclusive and binding upon the parties to this Indenture.

22. It is further understood and agreed, notwithstanding any covenant herein contained, that any contract which the Education Department has heretofore made for the publication of the said High School Reader, and which is in force at the date of this Indenture shall remain in full force and effect during the pleasure of the Education Department.

23. It is understood and agreed between the parties hereto that this Indenture is entered into subject to the approval of His Honor the Lieutenant Governor of the Province of Ontario in Council.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered, in presence of (Signed.) H. M. WILKINSON.

(Signed.) THE W. J. GAGE CO. { Seal of The W. J. Gage Co. (Limited.) }

(Signed.) GEO. W. ROSS, { Seal of the Education Dept., Ontario. }

THIS INDENTURE made in quadruplicate this twenty-fourth day of March, 1896, BETWEEN The W. J. Gage Company (Limited), Publishers, of the first part, The Canada Publishing Company (Limited), Publishers, of the second part, The Copp, Clark Company (Limited), Publishers, of the third part, and Her Majesty the Queen, represented herein by the Honorable the Minister of Education for the Province of Ontario, acting for the Education Department of Ontario, of the fourth part.

WHEREAS by three several Indentures bearing even date herewith, the said party of the fourth part has granted to each of the said parties of the first, second and third parts, the right to publish the Public School Readers and the High School Reader for use in the Public and High Schools in the Province of Ontario, subject to certain terms and conditions therein particularly set forth; AND WHEREAS, the said parties of the first, second and third parts claim to have heretofore acquired the right to print and publish certain different extracts and portions of the said Readers from the authors of the same, or otherwise, and it has been agreed to provide for the continued publication of the said Readers in their present form and condition, with the said extracts and portions incorporated therein, and that the said publication be protected, as respects the said claim and otherwise howsoever, and further to provide for extending the benefit of the said agreement for publishing to publishers additional to the said parties of the first, second and third parts who may hereafter make application therefor;

NOW THIS INDENTURE WITNESSETH:—

1. That each of the said publishers, in consideration of the rights of publication granted to them as aforesaid, and in further consideration of the terms hereof, covenants and agrees with the said party of the fourth part not to attempt to restrain, prohibit or obstruct in any way, directly or indirectly, so far as each of the said publishers has any control over any such extracts or portions as aforesaid, the continued publication in the said Readers of any of the said extracts and portions as heretofore published therein by any other of the said publishers, or any other publisher who may hereafter become entitled to print and publish the said Readers under clauses 4 and 5 as hereinafter set forth; and also, that each of the said publishers will not attempt to restrain, prohibit or obstruct in any way, directly or indirectly, any other of them, or any other publisher who may become entitled to print and publish as aforesaid, the printing and publication in the said Readers of such other extracts or portions of the said Readers in regard to which they or any of them may hereafter acquire any rights of printing and publishing either directly or indirectly in their own names or any other name whatsoever, or as to which they may hereafter exercise any control, from the day of the date of these presents up to the expiration of the term of the said agreement bearing even date herewith, that is to say, the term of ten years.

2. It is also understood and agreed by and between the said parties hereto, that should there be any outstanding copyright of any portion of the said Readers not held by any of the said parties hereto, or by any publisher who may hold an agreement to print and publish the said Readers similar to the agreement hereinabove recited, and in case it should become necessary for any of the parties hereto to pay a sum of money to acquire such copyright or the right to print and publish in order to preserve inviolate the rights of printing and publishing the said Readers, or any of them, then in that event all the publishers who have agreements similar to the agreement hereinabove recited shall unite along with the said parties hereto in paying the said cost and expense of acquiring such copyright, which cost and expenses shall be adjusted equally amongst the parties hereto, and all other publishers who may hold agreements as aforesaid.

3. And it is further understood and agreed by and between the said parties hereto, that should any litigation arise by reason of any alleged infringement of any copyright of any portion or extract from the said Readers, or any of them, as to which the said parties of the first, second and third parts have no right to print or publish in the said Readers, and any suit should be brought in regard thereto against all or any of the said parties hereto, then all the costs, charges and expenses of such litigation, and the damages (if any) that may be recovered against the said parties hereto, or any of them, and which the said parties hereto, or any of them, may be compelled to pay, shall be divided equally among the said parties hereto of the first, second and third parts, and all other publishers who may hold agreements as aforesaid, and each of the said publishers shall pay his proper share thereof.

4. And it is further understood and agreed that in the event of any other person or persons, corporation or corporations, making application to the said the Minister of Education for a right to print or publish the said Readers as aforesaid, the said the Minister of Education shall have the power to grant such right as aforesaid from time to time to such person or persons, corporation or corporations, subject however to the same conditions as are set forth in the agreement hereinabove recited, and also the conditions herein set forth.

5. Provided, however, that the applicant or applicants shall procure from the said the Minister of Education the necessary plates from which to print the said books, and shall pay for the same, for the public uses of the Province, the sum of two thousand five hundred dollars, a like sum having been heretofore paid for such plates by each of the said publishers parties hereto, and provided further that the said applicant or applicants shall pay to the said publishers, to be divided amongst them, the sum of one thousand dollars for the right to print and publish in the said Readers for a period of ten years from the first day of July, A. D. 1896 (or a proportionately less sum for a shorter term) such extracts and portions, if any there be, of the said Readers, the printing or publishing whereof in the said Readers the said publishers have control, and the right to assign; and provided further that the said applicant or applicants shall pay to the Treasurer of the Province of Ontario the sum of three thousand dollars for the right to print and publish the said Readers for the period of ten years from the first day of July, A. D. 1896 (or a proportionately less sum for a shorter term), a sum of three thousand dollars being the amount also paid by each of the said publishers parties hereto for the right to print and publish the said Readers for the said term of ten years.

6. In the event of more applicants than one being allowed from time to time by the said Minister of Education the right of printing and publishing the said books, such applicants, if applying at the same time, shall amongst themselves

make equal contribution of the said sum of one thousand dollars, or of such less sum as aforesaid that may be paid by the said publishers, and if after the said sum has been paid by the said applicant or applicants, and at a later date, another applicant, or other applicants are allowed the said rights of printing and publishing, then the said latter applicant or applicants shall pay to the said applicant or applicants, who previously paid the said necessary sum of money to the publishers a proper and just proportion of the said sum so paid, based upon the total number of applicants and the times of their several applications, and so on from time to time, the intention being that all applicants shall contribute justly and proportionately among themselves the said sum of money paid or to be paid to the said publishers.

7. It is also understood and agreed that the covenants herein expressed as applicable to the said publishers shall bind also their successors and assigns.

8. It is also understood and agreed between the parties hereto that this Indenture and the agreement hereinabove recited, contain the whole agreement with respect to the publication of the said books, and that the same are not, and have not been, and cannot be added to, altered or varied by any verbal statements or explanations made between or by any of the parties thereto.

9. And that should any difference of opinion arise between the parties hereto as to the construction to be put upon any of the terms, conditions, provisos and agreements herein contained, the same shall be determined by the Attorney-General of Ontario, after giving the parties hereto an opportunity of presenting their views in person, or by counsel, and such determination by the said Attorney-General shall be final and conclusive and binding upon the parties to this Indenture.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

(Signed.)
H. M. WILKINSON.

(Signed.)
THE W. J. GAGE CO. (Seal.)

(Signed.)
THE CANADA PUBLISHING CO. (LTD.)

S. J. BEATTY, (Seal.)
President.

(Signed.)
H. L. THOMPSON,
President. { Seal The Copp, Clark Co. (Limited.) }

(Signed.)
GEO. W. ROSS. { Seal of the Education Dep't, Ontario. }

THIS INDENTURE made in duplicate this twenty-fourth day of March in the year of our Lord, one thousand eight hundred and ninety-six, BETWEEN the Copp, Clark Company (Limited), of Toronto, Province of Ontario, hereinafter called the publisher, of the first part, and Her Majesty the Queen, represented herein by the Honourable the Minister of Education for the Province of Ontario, acting for the Education Department of Ontario, of the second part.

WHEREAS the said publisher has made application to the Education Department of the Province of Ontario for a right to print and publish the "Ontario Readers" to be hereafter known as the Public School Readers, for use in the Public Schools of Ontario, and the High School Reader for use in the Public and High Schools of Ontario.

And whereas, the said Education Department has approved of such application and in consideration of the sum of three thousand dollars of lawful money of Canada paid by the publisher (the receipt whereof is hereby acknowledged), has agreed to grant the said publisher the right to print and publish the said Public School Readers, consisting of: The First Reader, Part I., the First Reader, Part II., the Second Reader, the Third Reader, the Fourth Reader and the High School Reader; in all, six books, each of them being hereinafter called "the Book," subject to the covenants and conditions hereinafter contained, and to the terms and conditions of the regulations in that behalf of the said Education Department;

Now, Therefore, This Indenture Witnesseth, that in consideration of the premises, the said publisher doth hereby covenant with Her Majesty the Queen, her successors and assigns, in manner following, that is to say:

1. That the said publisher shall, from time to time, and at all times, observe, perform and fulfil in respect of the book, each and every of the terms and conditions of the regulations of the said Education Department, respecting the printing and publication of text books, and also the terms and conditions hereinafter contained, and that each and every copy of each and every edition of the said book for use in the Province of Ontario, shall in every particular be printed and published by the publisher in strict conformity therewith.

2. And that the publisher shall submit, or cause to be submitted, to the said Minister of Education, sample copies of each and every edition of the said book to be hereafter printed and published for sale, or use, in the Province of Ontario, for the approval of such Education Department as to the mechanical execution of the press work, binding and all other mechanical parts of the work, and that without such approval having been first had and obtained, no copy of any edition thereof shall be sold or disposed of for use in the said Province of Ontario. And furthermore, in order to avoid causing loss to the said publisher, arising from, or liable to arise from, any edition of the said book not being approved of by the Education Department, owing to any serious defect or defects in any edition, and on that account condemned by the Education Department, and forbidden to be sold or issued to the schools or to the public, and also to more effectually protect the public, the said publisher shall submit, or cause to be submitted, to the Minister of Education for examination, sample sheets of the different forms of the book about to be printed, and specimens of the ink, paper, millboard, strawboard, cloth, mull tapes and other material proposed to be used by the said publisher in the printing and construction of the said book, together with a statement of the prices, weight, size and other particulars necessary to judge of the relative quality of the different materials used or proposed to be used; and the approval of the Minister of Education shall, before any work is proceeded with, be obtained in regard to the quality of the printing and of the paper, and other material proposed to be used. And furthermore, after sanction has been given to the using of such material, or of such printing, press work and binding, two sample copies at least of the book of each and every edition shall be submitted by the said publisher, bound and finished in all respects as proposed to be issued by the said publisher, and that without such approval first had and obtained, no work in regard to binding said book shall be proceeded with.

3. And that the paper to be used in each and every edition of the said book, and every copy thereof, for use in the Province of Ontario shall be equal in quality to the sample prescribed by the said Education Department, to wit, of good quality and approved color and texture, weighing sixty-six pounds to the ream of 512 sheets, each sheet measuring thirty by forty inches, super-calendered,

or of such increased weight and improved quality as may be required by the Minister of Education, provided the cost of the same shall not exceed the cost of the sample herein prescribed, and no inferior quality of paper shall under any pretext whatsoever be used. The ink used shall be first class and the press-work throughout the book shall be such as to produce, from the plates used, a clear and distinct impression of every page and illustration; and the stitching and binding of each and every edition of the said book, and the material used therein, shall be equal to the sample submitted to, and approved of by, the Minister of Education as aforesaid.

That is to say:

The book shall be bound in stiff covers, with the cloth turned in; the quality of the strawboard therefor being subject to the approval of the Minister of Education. The publisher shall use heavy, extra finished, plain cloth for the First Reader, Parts I. and II., and heavy, extra finished, twilled cloth for the Second, Third, Fourth and High School Readers. The covers of the book shall be embossed in black on first and last pages thereof. The sections of the First Reader, Part I., shall be thread-sewed to extra strong, evenly-made mull, extending to within one-half inch from the top and bottom of the book and overlapping one inch on each side. Over the mull a strong sheet of paper of approved quality and color shall be glued, and the First Reader, Part I., thus stitched with proper end papers shall be strongly glued into covers approved by the Minister of Education.

The sections of the First Reader, Part II., the Second, Third, Fourth and High School Readers shall be 16 pages each, and each section shall be thread-sewed to three tapes or strings; the stitches and tapes or strings shall be covered with fine, strong, evenly-made mull, extending to within one-half inch from top and bottom of the book and overlapping one inch on each side; over the mull a strong piece of paper, or pressing, shall be glued, and the book thus stitched with proper end papers shall be strongly glued into its stiff covers.

If, however, the publisher prefer, he may substitute wire-stitching for the thread-sewing in above specifications as regards the First Reader, Part II., the Second, Third, Fourth and High School Readers.

In wire-stitching, the tapes and strings may be omitted, but the book (Part I. not included) shall be stitched to extra strong, fine, evenly-made mull, in sections of 16 pages, the mull to extend from the top to bottom of the book with the stitches extending as close to the top and bottom of the book as possible, the material and binding in all other respects to conform with the specifications set forth in the foregoing for thread-stitching, and each and every book shall correspond with, and be in all respects equal to, the specimen book approved of by the Minister of Education.

Each and every part of the book, whether thread-sewed or wire-stitched, shall be so thoroughly manufactured as to make the book strong and durable.

The maximum price not to exceed price fixed herein, and to be stamped on the cover, and no departure from such specification shall be made without the sanction of the Education Department. And no copy of the said book which does not in all particulars comply with the foregoing provisions in regard to paper, ink and other material, press work, typography and binding, shall be sold or disposed of for use in the Province of Ontario.

4. And that the said sample copies to be furnished as hereinbefore provided for, or which shall be taken for examination by the officer, or officers, representing the Education Department as hereinafter provided for, shall remain on file

in the Education Department, and each and every copy of each and every edition published shall in all respects be equal to the sample copy or copies approved of by the Education Department, and the said sample copy or copies so furnished shall remain on file in the said Education Department.

5. And that in case the Minister of Education points out to the said publisher any defect, or defects, in the sample copies furnished to the said Education Department as aforesaid, but not deemed by him of sufficient importance to cause him to withhold his approval from such edition, then in such case the said publisher shall, in the next following edition or issue to that in which said defects shall have been pointed out, correct the same to the satisfaction of the said Education Department, but in case serious defects are pointed out by the Minister of Education to the publisher, in any edition published by the said publisher, and in case such edition is condemned by the Minister of Education as unfit for use in the schools or for sale to the public, the condemned edition shall be withdrawn from sale for use in the Province of Ontario, and shall, if required by the Minister of Education, be delivered by the said publisher into the custody of the Education Department, unless an arrangement satisfactory to the Minister be made for culling out any defective portion or portions, or the matter is in some way or other adjusted to the satisfaction of the said Minister.

6. And that the said books shall be of the size following, that is to say, exclusive of end papers and covers:

The First Part of the First Reader shall consist of 64 pages.

The Second Part of the First Reader shall consist of 96 pages

The Second Reader shall consist of 184 pages.

The Third Reader shall consist of 280 pages.

The Fourth Reader shall consist of 344 pages.

The High School Reader shall consist of 512 pages, inclusive of the Notes.

Each page of each of the said books shall be six inches long by three and a half inches wide in the press work, with a reasonable margin sufficient to make each page at least seven and a quarter inches long by five inches wide, and that the said books shall, on and after the first day of January, 1897, be sold at retail prices not exceeding the following:

For the first Reader, Part I, ten cents; for the First Reader, Part II, fifteen cents; for the Second Reader, twenty cents; for the Third Reader, thirty cents; for the Fourth Reader, forty cents; for the High School Reader, fifty cents, and until the said period the prices fixed by the former agreement shall prevail.

7. And in order that it may the more easily recognized and ascertained that each and every copy of each and every edition of the said book to be published and in use in the said Province of Ontario is not only authorized but approved as to its mechanical execution, contents and otherwise, by the said Education Department, the publisher shall cause to be printed upon the title page of each and every copy of each and every edition of the said book the name of the firm by which such book is published, and the words "Authorized by the Education Department for Ontario," or words to that effect, or shall place upon the title page or cover of each copy of the said book the official stamp of the Education Department.

8. And that the retail price of each and every copy of each and every edition of the said book shall be printed on the cover thereof. No advertisements of any kind shall appear in any of the said books, or upon the covers of the said books, except such as are approved by the Education Department.

9. And that for the better securing the retail sale of the said book at a price not exceeding that above set forth as the maximum retail price, the publisher shall make sale to any purchaser buying quantities of the book at one time as follows:

On one dozen copies and upwards 25 per cent. off the prescribed retail price.

On quantities of the value of $1,000 and upwards (the said purchase being made of any quantity of any or all of the said books and in any proportion the purchaser may desire) 25 per cent. discount off the prescribed retail price, and an extra 10 per cent. thereafter.

And that the said publisher shall and will from time to time and at all times keep on hand a sufficient quantity of copies of the said book to supply all demands of the public and trade therefor, and shall in order to affect that result publish the whole series of books, and shall not print or publish one or more of the said series which may be more profitable to the exclusion of any other of the said series.

10. And that the Minister of Education or any person appointed by him in writing for that purpose, shall and may from time to time and at any time during business hours during the term covered by this contract, enter the warehouse and all other business premises or any part thereof of the publisher, for the purpose of inspecting any and every edition or issue of such authorized book and every copy thereof, and shall have a right to take away from the premises free of charge, sample sheets or other samples of material, or sample copies of said books in any stage of manufacture for the purpose of examination and report whenever he thinks proper so to do.

11. And that the said publisher shall not print or publish, nor cause nor authorize to be printed or published, nor be in any way accessory to the printing or publishing of any edition or copy or copies of the said book in the United States, or anywhere else outside the limits of the Province of Ontario, to be sold within the said Province of Ontario.

12. And that the publisher shall not in any way, without the express consent, in writing, of the Minister of Education, acting on behalf of the Education Department, assign any rights conferred upon such publisher by this Indenture, and in case the publisher or any other person entitled to any right by virtue of this Indenture, shall assign the same to any other person without the said consent, the right of the said publisher, or such other person under this Indenture, shall, at the discretion of the Education Department, thereupon cease and become forfeit and absolutely at an end, and if the said publisher shall make any assignment in insolvency or otherwise for the benefit of his creditors, then all the rights of the said publisher hereunder shall forthwith, at the option of the said Minister of Education, be forfeited and void.

13. And that upon the Minister of Education giving to the said publisher six months notice, the Education Department may require the alteration of the contents of the said book, and may alter any of the specifications hereinbefore contained, provided the publishing is not thereby made more expensive; but that no change shall be made by the publisher in the contents of the said book, nor any addition thereto, nor any omission therefrom, nor any notes or appendices thereto, nor any other change in the subject matter thereof, without the consent in writing of the said Education Department first had and obtained. The notice hereinbefore provided for, may be given by publication thereof in two issues of any newspaper published in the city of Toronto and in *The Ontario Gazette*, or by delivery of the same to the said publisher.

14. And that the said publisher shall have for ten years, from the first day of July in the year of our Lord one thousand eight hundred and ninety-six, a right to print and publish within the said Province of Ontario, for use in the schools thereof, the said book, but no longer, without the written authority of the Education Department, and that at the end of the term above named without such formal renewal of the right to publish as aforesaid, all rights, claims, privileges and benefits of any nature and kind whatsoever held by the publisher under this Indenture, shall absolutely cease and determine. Provided always, however, that any other publisher or publishers may be permitted to publish the said book at any time by permission to be obtained from the Department of Education for Ontario, subject to the terms and conditions herein set out and also contained in a certain Indenture bearing even date herewith and made between the W. J. Gage Company, Limited, The Canada Publishing Company, Limited, The Copp, Clark Company, Limited, and the said party hereto of the second part.

15. And the publisher agrees that if the publisher shall carelessly or deliberately disregard the terms of this Indenture, or fail to carry out the same in a matter of substance, the publisher so disregarding shall absolutely forfeit all their rights under this Indenture, and the Minister of Education may apply to any Division of the High Court of Justice for Ontario, to restrain the said publisher from further printing, publishing or selling any copies of the said book.

16. Provided, and it is expressly hereby agreed, that on and after the date of this Indenture the book shall be printed from new plates to be approved by the Minister of Education, and that thereafter any and all plates becoming worn or broken, or condemned by the Minister of Education as doing unsatisfactory work, shall forthwith be, renewed, or replaced, at the expense of the publisher, and the condemned plate or plates shall be delivered up into the custody of the Education Department.

17. It is also understood and agreed that the covenants herein expressed as applicable to the said publisher shall bind also his successors and assigns.

18. To prevent any possibility of misapprehension, it is hereby expressly declared and agreed that in case there are more persons than one named as of the first Part hereto, the breach by anyone of such persons of any covenant, term or condition herein contained whether such covenant, term or condition is affirmative or negative, shall be a breach for which all such perons shall be liable.

19. It is also understood and agreed between the parties hereto, that this Indenture and the said above mentioned Indenture bearing even date herewith, contain the whole agreement with respect to the publication of the said books, and that the same is not, and has not been, and cannot be added to, altered or varied by any verbal statements or explanations made between or by any of the parties hereto.

20. Provided, and it is expressly hereby agreed, that no edition or copy of the said book shall be printed or published until the publisher shall have executed these presents, and shall have executed to Her Majesty the Queen a bond in a penal sum of five thousand dollars, with two sureties approved by the Minister of Education, each bound in the sum of two thousand five hundred dollars, conditioned for the due observance and fulfilment by the publisher of all the terms, conditions, clauses, agreements, obligations and covenants herein contained, and also of the regulations of the Education Department from time to time in force respecting text-books for use in the public Schools.

21. And that should any difference of opinion arise between the parties hereto as to the construction to be put upon any of the terms, conditions and

agreements herein contained, the same shall be determined by the Attorney-General of Ontario, after giving the parties hereto an opportunity of presenting their views, in person, or by counsel, and such determination by the said Attorney-General shall be final and conclusive and binding upon the parties to this Indenture.

22. It is further understood and agreed, notwithstanding any covenant herein contained, that any contract which the Education Department has heretofore made for the publication of the said High School Reader, and which is in force at the date of this indenture shall remain in full force and effect during the pleasure of the Education Department.

23. It is understood and agreed between the parties hereto that this Indenture is entered into subject to the approval of His Honor the Lieutenant-Governor of the Province of Ontario in Council.

In Witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered, in presence of

H. M. WILKINSON.

(Signed.)
H. L. THOMPSON, President. { Seal of The Copp, Clark Co. (Limited) }

(Signed.)
GEO. W. ROSS, { Seal of Education Dept., Ontario. }

This Indenture made in duplicate this twenty-fourth day of March, in the year of our Lord, one thousand eight hundred and ninety-six, Between The Canada Publishing Co. (Limited) of the City of Toronto, Province of Ontario, hereinafter called the publisher, of the first part, and Her Majesty the Queen, represented herein by the Honourable the Minister of Education for the Province of Ontario, acting for the Education Department of Ontario, of the second part.

Whereas the said publisher has made application to the Education Department of the Province of Ontario for a right to print and publish the "Ontario Readers," to be hereafter known as the Public School Readers, for use in the Public Schools of Ontario, and the High School Reader for use in the Public and High Schools of Ontario.

And Whereas, the said Education Department has approved of such application and in consideration of the sum of three thousand dollars of lawful money of Canada paid by the publisher (the receipt whereof is hereby acknowledged) has agreed to grant the said publisher the right to print and publish the said Public School Readers, consisting of: The First Reader, Part I., the First Reader, Part II., the Second Reader, the Third Reader, the Fourth Reader, and the High School Reader, in all six books, each of them being hereinafter called "the Book," subject to the covenants and conditions hereinafter contained, and to the terms and conditions of the regulations in that behalf of the said Education Department;

Now, therefore, this Indenture Witnesseth, that in consideration of the premises, the said publisher doth hereby covenant with Her Majesty the Queen, her successors and assigns, in manner following, that is to say:

1. That the said publisher shall, from time to time, and at all times, observe, perform and fulfil in respect of the book, each and every of the terms and conditions of the regulations of the said Education Department respecting the printing and publication of text books, and also the terms and conditions hereinafter contained, and that each and every copy of each and every edition of the said book for use in the Province of Ontario, shall in every particular be printed and published by the publisher in strict conformity therewith.

2. And that the publisher shall submit, or cause to be submitted, to the said Minister of Education, sample copies of each and every edition of the said book to be hereafter printed and published for sale, or use, in the Province of Ontario, for the approval of such Education Department as to the mechanical execution of the press work, binding and all other mechanical parts of the work, and that without such approval having been first had and obtained, no copy of any edition thereof shall be sold or disposed of for use in the said Province of Ontario. And furthermore, in order to avoid causing loss to the said publisher, arising from, or liable to arise from, any edition of the said book not being approved of by the Education Department, owing to any serious defect or defects in any edition, and on that account condemned by the Education Department, and forbidden to be sold or issued to the schools or to the public, and also to more effectually protect the public, the said publisher shall submit, or cause to be submitted, to the Minister of Education for examination, sample sheets of the different forms of the book about to be printed, and specimens of the ink, paper, millboard, strawboard, cloth, mull, tapes and other material proposed to be used by the said publisher in the printing and construction of the said book, together with a statement of the prices, weight, size and other particulars necessary to judge of the relative quality of the different materials used or proposed to be used; and the approval of the Minister of Education shall, before any work is proceeded with, be obtained in regard to the quality of the printing and of the paper, and other material proposed to be used. And furthermore, after sanction has been given to the using of such material, or of such printing, press work and binding, two sample copies at least of the book of each and every edition shall be submitted by the said publisher, bound and finished in all respects as proposed to be issued by the said publisher, and that without such approval first had and obtained, no work in regard to binding said book shall be proceeded with.

3. And that the paper to be used in each and every edition of the said book, and every copy thereof, for use in the Province of Ontario, shall be equal in quality to the sample prescribed by the said Education Department, to wit, of good quality and approved color and texture, weighing sixty-six pounds to the ream of 512 sheets, each sheet measuring thirty by forty inches, super calendered, or of such increased weight and improved quality as may be required by the Minister of Education, provided the cost of the same shall not exceed the cost of the sample herein prescribed, and no inferior quality of paper shall under any pretext whatsoever be used. The ink used shall be first class and the press work throughout the book shall be such as to produce, from the plates used, a clear and distinct impression of every page and illustration; and the stitching and binding of each and every edition of the said book and the material used therein shall be equal to the sample submitted to, and approved of by, the Minister of Education as aforesaid.

THAT IS TO SAY:

The book shall be bound in stiff covers, with the cloth turned in; the quality of the strawboard therefor being subject to the approval of the Minister of Education. The publisher shall use heavy, extra finished, plain cloth for the First

Reader, Parts I. and II., and heavy, extra finished, twilled cloth for the Second, Third, Fourth and High School Readers. The covers of the book shall be embossed in black on first and last pages thereof. The sections of the First Reader, Part I., shall be thread-sewed to extra strong, evenly-made mull, extending to within one-half inch from the top and bottom of the book and overlapping one inch on each side. Over the mull a strong sheet of paper of approved quality and color shall be glued, and the First Reader, Part I., thus stitched with proper end papers shall be strongly glued into covers approved by the Minister of Education.

The sections of the First Reader, Part II., the Second, Third, Fourth and High School Readers shall be 16 pages each, and each section shall be thread-sewed to three tapes or strings; the stitches and tapes or strings shall be covered with fine, strong, evenly-made mull, extending to within one-half inch from top and bottom of the book and overlapping one inch on each side; over the mull a strong piece of paper, or pressing, shall be glued, and the book thus stitched with proper end papers shall be strongly glued into its stiff covers.

If, however, the publisher prefer, he may substitute wire-stitching for the thread-sewing in the above specifications as regards the First Reader, Part II., the Second, Third, Fourth and High School Readers.

In wire-stitching, the tapes and strings may be omitted, but the book (Part I. not included) shall be stitched to extra strong, fine, evenly-made mull, in sections of 16 pages, the mull to extend from the top to bottom of the book with the stitches extending as close to the top and bottom of the book as possible, the material and binding, in all other respects to conform with the specifications set forth in the foregoing for thread-stitching, and each and every book shall correspond with, and be in all respects equal to, the specimen book approved of by the Minister of Education.

Each and every part of the book, whether thread-sewed or wire-stitched, shall be so thoroughly manufactured as to make the book strong and durable.

The maximum price not to exceed price fixed herein, and to be stamped on the cover, and no departure from such specifications shall be made without the sanction of the Education Department. And no copy of the said book which does not in all particulars comply with the foregoing provisions in regard to paper, ink and other material, press work, typography and binding, shall be sold or disposed of for use in the Province of Ontario.

4. And that the said sample copies to be furnished as hereinbefore provided for, or which shall be taken for examination by the officer, or officers, representing the Education Department as hereinafter provided for, shall remain on file in the Education Department, and each and every copy of each and every edition published shall in all respects be equal to the sample copy or copies approved of by the Education Department, and the said sample copy or copies so furnished shall remain on file in the said Education Department.

5. And that in case the Minister of Education points out to the said publisher any defect, or defects, in the sample copies furnished to the said Education Department as aforesaid, but not deemed by him of sufficient importance to cause him to withhold his approval from such edition, then in such case the said publisher shall, in the next following edition or issue to that in which said defects shall have been pointed out, correct the same to the satisfaction of the said Education Department, but in case serious defects are pointed out by the Minister of Education to the publisher, in any edition published by the said publisher, and in case such edition is condemned by the Minister of Education as unfit for use in

the schools or for sale to the public, the condemned edition shall be withdrawn from sale for use in the Province of Ontario, and shall, if required by the Minister of Education, be delivered by the said publisher into the custody of the Education Department, unless an arrangement satisfactory to the Minister be made for culling out any defective portion or portions, or the matter is in some way or other adjusted to the satisfaction of the said Minister.

6. And that the said books shall be of the size following, that is to say exclusive of end papers and covers:

The First Part of the First Reader shall consist of 64 pages.

The Second Part of the First Reader shall consist of 96 pages.

The Second Reader shall consist of 184 pages.

The Third Reader shall consist of 280 pages.

The Fourth Reader shall consist of 344 pages.

The High School Reader shall consist of 512 pages, inclusive of the Notes.

Each page of each of the said books shall be six inches long by three and a half inches wide in the press work, with a reasonable margin sufficient to make each page at least seven and a quarter inches long by five inches wide, and that the said books shall, on and after the first day of January, 1897, be sold at retail prices not exceeding the following:

For the First Reader, Part I.....ten cents.

For the First Reader, Part II .....fifteen cents.

For the Second Reader .....twenty cents.

For the Third Reader.....thirty cents.

For the Fourth Reader .....forty cents.

For the High School Reader.....fifty cents.

And until the said period the prices fixed by the former agreement shall prevail.

7. And in order that it may be the more easily recognized and ascertained that each and every copy of each and every edition of the said book to be published and in use in the said Province of Ontario is not only authorized but approved as to its mechanical execution, contents and otherwise, by the said Education Department, the publisher shall cause to be printed upon the title page of each and every copy of each and every edition of the said book the name of the firm by which such book is published, and the words "Authorized by the Education Department for Ontario," or words to that effect, or shall place upon the title page or cover of each copy of the said book the official stamp of the Education Department.

8. And that the retail price of each and every copy of each and every edition of the said book shall be printed on the cover thereof. No advertisements of any kind shall appear in any of the said books, or upon the covers of the said books, except such as are approved by the Education Department

9. And that for the better securing the retail sale of the said book at a price not exceeding that above set forth as the maximum retail price, the publisher shall make sale to any purchaser buying quantities of the book at one time as follows:

On one dozen copies and upward, 25 per cent. off the prescribed retail price.

On quantities of the value of $1,000 and upwards (the said purchase being made of any quantity of any or all of the said books and in any proportion the purchaser may desire) 25 per cent. discount off the prescribed retail price, and an extra 10 per cent. thereafter.

And that the said publisher shall and will from time to time and at all times, keep on hand a sufficient quantity of copies of the said book to supply all demands of the public and trade therefor, and shall in order to effect that result publish the whole series of books, and shall not print or publish one or more of the said series which may be more profitable to the exclusion of any other of the said series.

10. And that the Minister of Education or any person appointed by him in writing for that purpose, shall and may from time to time and at any time during business hours during the term covered by this contract, enter the warehouse and all other business premises or any part thereof of the publisher, for the purpose of inspecting any and every edition or issue of such authorized book and every copy thereof, and shall have a right to take away from the premises, free of charge, sample sheets, or other samples of material, or sample copies of said books in any stage of manufacture for the purpose of examination and report whenever he thinks proper so to do.

11. And that the said publisher shall not print or publish, nor cause nor authorize to be printed or published, nor be in any way accessory to the printing or publishing, of any edition or copy or copies of the said book in the United States, or anywhere else outside the limits of the Province of Ontario, to be sold within the said Province of Ontario.

12. And that the publisher shall not in any way, without the express consent in writing of the Minister of Education, acting on behalf of the Education Department, assign any rights conferred upon such publisher by this Indenture, and in case the publisher or any other person entitled to any right by virtue of this Indenture, shall assign the same to any other person without the said consent, the right of the said publisher or such other person, under this Indenture, shall, at the discretion of the Education Department, thereupon cease and become forfeit and absolutely at an end, and if the said publisher shall make any assignment in insolvency or otherwise for the benefit of his creditors, then all the rights of the said publisher hereunder shall forthwith, at the option of the said Minister of Education, be forfeited and void.

13. And that upon the Minister of Education giving to the said publisher six months notice, the Education Department may require the alteration of the contents of the said book, and may alter any of the specifications hereinbefore contained, provided the publishing is not thereby made more expensive; but that no change shall be made by the publisher in the contents of the said book, nor any addition thereto, nor any omission therefrom, nor any notes or appendices thereto, nor any other change in the subject matter thereof, without the consent in writing of the said Education Department first had and obtained. The notice hereinbefore provided for may be given by publication thereof in two issues of any newspaper published in the city of Toronto and in *The Ontario Gazette*, or by delivery of the same to the said publisher.

14. And that the said publisher shall have for ten years, from the first day of July in the year of our Lord one thousand eight hundred and ninety-six, a right to print and publish within the said Province of Ontario, for use in the schools thereof, the said book, but no longer, without the written authority of the Education Department, and that at the end of the term above named with-

out such formal renewal of the right to publish as aforesaid, all rights, claims, privileges and benefits of any nature and kind whatsoever held by the publisher under this Indenture, shall absolutely cease and determine. Provided always, however, that any other publisher or publishers may be permitted to publish the said book at any time by permission to be obtained from the Department of Education for Ontario, subject to the terms and conditions herein set out and also contained in a certain Indenture bearing even date herewith and made between the W. J. Gage Company, Limited, The Canada Publishing Company, Limited, The Copp, Clark Company, Limited, and the said party hereto of the second part.

15. And the publisher agrees that if the publisher shall carelessly or deliberately disregard the terms of this Indenture, or fail to carry out the same in a matter of substance, the publisher so disregarding shall absolutely forfeit all their rights under this Indenture, and the Minister of Education may apply to any Division of the High Court of Justice for Ontario, to restrain the said publisher from further printing, publishing or selling any copies of the said book.

16. Provided, and it is expressly hereby agreed, that on and after the date of this Indenture the book shall be printed from new plates to be approved by the Minister of Education, and that thereafter any and all plates becoming worn or broken, or condemned by the Minister of Education as doing unsatisfactory work, shall forthwith be renewed or replaced, at the expense of the publisher, and the condemned plate, or plates, shall be delivered up into the custody of the Education Department.

17. It is also understood and agreed that the covenants herein expressed as applicable to the said publisher shall bind also his successors and assigns.

18. To prevent any possibility of misapprehension, it is hereby expressly declared and agreed that in case there are more persons than one named as *of the First Part* hereto, the breach by any one of such persons of any covenant, term or condition herein contained, whether such covenant, term or condition is affirmative or negative, shall be a breach for which all such persons shall be liable.

19. It is also understood and agreed between the parties hereto, that this Indenture and the said above mentioned Indenture bearing even date herewith, contain the whole agreement with respect to the publication of the said books, and that the same is not, and has not been, and cannot be added to, altered or varied by any verbal statements or explanations made between or by any of the parties hereto.

20. Provided, and it is expressly hereby agreed, that no edition or copy of the said book shall be printed or published until the publisher shall have executed these presents, and shall have executed to Her Majesty the Queen a bond in the penal sum of five thousand dollars, with two sureties approved by the Minister of Education, each bound in the sum of two thousand five hundred dollars, conditioned for the due observance and fulfilment by the publisher of all the terms, conditions, clauses, agreements, obligations and covenants herein contained, and also of the regulations of the Education Department from time to time in force respecting text-books for use in the Public Schools.

21. And that should any difference of opinion arise between the parties hereto as to the construction to be put upon any of the terms, conditions and agreements herein contained, the same shall be determined by the Attorney-General of Ontario, after giving the parties hereto an opportunity of presenting their

views, in person, or by counsel, and such determination by the said Attorney-General shall be final and conclusive and binding upon the parties to this Indenture.

22. It is further understood and agreed, notwithstanding any covenant herein contained, that any contract which the Education Department has heretofore made for the publication of the said High School Reader, and which is in force at the date of this Indenture shall remain in full force and effect during the pleasure of the Education Department.

23. It is understood and agreed between the parties hereto that this Indenture is entered into subject to the approval of His Honor the Lieutenant-Governor of the Province of Ontario in Council.

In Witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered, in presence of

(Signed.)
H. M. WILKINSON.

(Signed.)
THE CANADA PUBLISHING CO (LTD.)
S. J. BEATTY,
President.
{Seal of The Canada Publishing Co. (Limited).}

(Signed.)
GEO. W. ROSS.
{Seal of the Education Dept., Ontario}

(No. 74.)

Return to an Order of the Sixth day of March, 1896, for a Return of Copies of all agreements entered into between the Government and Hazelwood & Whalen, and the Government and G. P. Cleaner, James Whalen and others, respecting the cutting of pulp wood, or other timber, in the territory north of Lake Superior, together with copies of all correspondence in connection with the same. Presented to the Legislature, 26th March, 1896. Mr. *Matheson.* (*Not printed.*)

(No. 75.)

Return to an Order of the House of the First day of April, 1895, for a Return of copies of all advertisements calling for applications for professorships, associate professorships and lectureships in the University of Toronto and University College since the University Federation Act, went into force; also, copies of all applications for such advertised positions and of the testimonials in support thereof and in the possession of any Department of the Government; also, copies of all correspondence relating to such vacancies between the Government and any person holding official positions in connection with the management of either of the above institutions. Presented to the Legislature, 30th March, 1896. Mr. *Howland.* (*Not printed.*)

(No. 76.)

Return to an Order of the House of the Eleventh day of March, 1896, for a Return shewing the amount paid to Warwick Bros. & Rutter for printing and binding for the years 1894 and 1895, respectively, in terms of the agreement of 1893. Presented to the Legislature, 30th March, 1896. Mr. *Meacham*. (*Not printed.*)

REPORT

Of the Secretary and Registrar of the Province of Ontario for the year ending the 31st day of December, 1895.

Presented by Command.

J. M. GIBSON,

Secretary.

TORONTO, 31st March, 1896.

REPORT

OF THE

SECRETARY AND REGISTRAR

OF THE

PROVINCE OF ONTARIO

FOR THE YEAR ENDING 31ST DECEMBER, 1895.

To the Honourable GEORGE AIREY KIRKPATRICK,

Member of the Queen's Privy Council for Canada, and Lieutenant-Governor of the Province of Ontario.

MAY IT PLEASE YOUR HONOUR.

The undersigned begs respectfully to present to Your Honour the Report prepared with respect to the chief transactions of the Department of the Secretary and Registrar of the Province of Ontario, during the year ending the 31st day of December, 1895.

J. M. GIBSON,

Secretary and Registrar
of the Province of Ontario.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, 31st March, 1896.

REPORT

OF THE

SECRETARY AND REGISTRAR

OF THE

PROVINCE OF ONTARIO

FOR THE

YEAR ENDING THE 31ST DAY OF DECEMBER, 1895.

PROVINCIAL SECRETARY'S OFFICE,
TORONTO, March 31st, 1896.

To the Honourable
JOHN MORISON GIBSON, M.A., LL.B., Q.C., M.P.P., etc.,
Secretary and Registrar of the Province of Ontario.

The Comparative Statement shewing the work done in the Provincial Secretary's Office, during the year 1895, would appear to indicate that in several respects there has been a falling off. For instance, the number of fyles entered in the office register was five thousand three hundred and ninety-one as against six thousand two hundred and ninety-two in 1894, while the numbers of letters, despatches, etc., passing in and out of the office, respectively, were also less than in the previous year. These reductions are in a measure, if not wholly, due to the facts (1) that during the year 1895, all the subjects connected with the administration of the laws respecting the protection of Fish and Game were transferred to the present Chief Game Warden who, having an office in the Parliament Buildings, was able to take personal charge of these matters, and (2) that during the year 1894, there had been considerable special correspondence in connection with the substitution of the new forms of affidavit, required by the Act of that year, for the old forms previously used by issuers of marriage licenses. The table, however, shews a general increase in the departmental work. Perhaps the most noteworthy item of increase is that in relation to the number of Letters Patent of Incorporation granted during the

year, one hundred and seventy-four Letters Patent and fourteen Supplementary Letters Patent having been issued, as compared with one hundred and fifty in the previous year. Partially attributable to this increase is the further increase in the amount of fees received, the sum of $14,384 having been paid into the office as against $12,400 in 1894.

The following table is a statement by months of the correspondence in connection with the office work :

TABLE OF CORRESPONDENCE, ETC, 1895.

Months.	Number of despatches, letters and telegrams received.	Number of references received from other departments.	Number of despatches, letters and telegrams written and sent out.	Number of references made to other departments.	Fees received.
					$ c.
January	1,743	197	1,240	206	1,627 45
February	1,823	152	1,172	180	900 55
March	1,435	361	1,557	482	1,517 45
April	1,295	388	1,330	431	770 65
May	1,007	367	1,152	340	1,347 45
June	1,061	770	889	740	1,873 60
July	716	228	797	234	880 20
August	630	179	896	209	481 20
September	818	247	934	354	703 05
October	1,186	465	1,018	493	1,852 85
November	1,139	377	873	381	1,318 97
December	901	313	1,737	344	1,111 55
Total	13,754	4,043	13,595	4,394	14,384 97

Having regard to the approaching consolidation of the Statutes, some attention was paid during the year to the tentative revision of The Ontario Joint Stock Companies' Letters Patent Act. It was thought to be very desirable that this measure, when finally passed in 1897, should, by its comprehensiveness, commend itself to the judgment of everyone interested in the formation or in the due management of companies incorporated under its provisions. With this object in view, a consolidating bill, amending the Act in several important respects, was introduced into the Legislative Assembly, and passed only to a second reading. As was directed by the Assembly, which approved of this plan, copies of the bill have been printed and will be widely circulated for the purpose of eliciting from the legal profession and from company managers and others, opinions with regard to the manner in which the Act may be further improved. These opinions will be collated and will be taken into careful consideration prior to the re-introduction of the bill at the ensuing meeting of the Legislature. In revising the measure, advantage has been taken of the results of an Inquiry recently made, under the auspices of the Imperial Government, by an expert committee consisting of Judges, Members of Parliament, Chartered Accountants and others largely engaged in and familiar with the formation and management of companies. This committee was charged with the special consideration of company legislation in general, and of company frauds in particular. In addition to taking oral evidence, the committee submitted to the Chambers of Commerce, Boards of

Trade and other commercial bodies in the United Kingdom a series of questions dealing with a variety of important matters and framed for the purpose of taking the sense of these bodies upon these matters. The answers to these questions have been published in an Imperial Blue Book, copies of which have reached the Department.

In so far as the interests of trade and commerce are concerned, possibly the most important of the Provincial Statutes is The Ontario Joint Stock Companies' Letters Patent Act. This measure has been of great utility in providing for the speedy incorporation of companies, and has been popular with the commercial community owing to the fact that the liability of shareholders is limited to the amount unpaid on stock, and to the facility with which companies may be regulated and managed. Since 1874, the year in which the Act, in its present form, was placed on the Statute book, more than two thousand companies have been incorporated under its provisions. As has been shewn, no less than one hundred and seventy-four charters, the largest number in any one year, were granted in 1895 to companies whose nominal capital exceeded eleven millions of dollars. The Act of 1874 was, to some degree, a revision and enlargement of 27-28 Victoria, chapter 23 (1864), which, for the first time, provided for the incorporation of companies by Letters Patent. Previously, companies had been incorporated by declaration under the provisions of 13-14 Victoria, chapter 28 (1850), and amending Acts.

During 1895 four hundred and ninety-five appointments to office were gazetted, together with one hundred and ninety-six public notices and eight proclamations. The proclamations were as follows :

I. A proclamation, dated 24th January, 1895, bringing into force on the 26th of the month, the Act respecting the number of Grand Jurors.

II. A proclamation, dated the 30th January, 1895, summoning, on the 21st February, the members of the Legislative Assembly for the despatch of business.

III. A proclamation, dated 21st February, 1895, providing for the choosing, by a popular vote, to be taken on the 14th of March, of a District Town, under the Act to erect Nipissing into a Provisional Judicial District.

IV. A proclamation, dated 16th February, 1895, offering a reward of $250 for information respecting the supposed murder of one Daniel Shea.

V. A proclamation, dated 12th June, 1895, making further provision for the choosing, by a second vote, to be taken on the 14th of July, of a District Town, under the Act to erect Nipissing into a Provisional Judicial District.

VI. A proclamation, dated the 3rd of July, bringing into effect on the 15th of July, the Act respecting Municipal Arbitrations.

VII. A proclamation, dated the 9th of December, erecting the Village of Hawkesbury, in the County of Prescott, into a town on and from the 1st of January, 1896.

VIII. A proclamation, dated the 9th of December, erecting the Village of Wallaceburg, in the County of Kent, into a town on and from the 1st of January, 1896.

Attached to this Report are the following Appendices:

1. A Comparative Statement of the Work done in the Provincial Secretary's Office during certain years, including 1895.

2. A Detailed Statement of the Fees received and of the Services rendered therefor by the Office during the year 1895.

3. An Alphabetical List of the Letters Patent granted during the year 1895.

4. Lists of Supplementary Letters Patent issued during 1895 and shewing the purposes for which they were issued, and of the Orders-in-Council by which were changed the names of certain Joint Stock Companies.

5. A Synopsis of Returns to Addresses and Orders of the House, presented to the Legislative Assembly during the session of 1895.

6. The Annual Statement of the Deputy Registrar for 1895.

All of which is respectfully submitted.

G. E. LUMSDEN,
Assistant Secretary.

APPENDIX I.—Comparative Statement showing the work done in Provincial Secretary's Office during the years 1868, 1871, 1875, 1877, 1881, 1883, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894 and 1895.

Work done.	1868.	1871.	1875.	1877.	1881.	1883.	1886.	1887.	1888.	1889.	1890.	1891	1892.	1893.	1894.	1895.
No. of Fyles, as shown by the Office Register	1,172	1,264	1,862	1,983	2,408	3,326	3,575	3,967	4,275	4,434	4,684	4,379	5,464	5,330	6,292	5,391
Letters received	2,107	1,690	3,280	3,162	4,162	5,586	6,097	9,613	10,626	11,627	11,502	12,648	14,109	13,928	14,320	13,754
Letters sent	1,667	1,280	3,326	2,358	3,756	4,646	5,731	9,227	13,458	12,887	12,882	13,573	15,233	14,761	17,812	13,595
References to other departments	484	912	1,642	1,528	1,790	1,885	2,899	2,369	2,948	2,743	3,159	3,013	2,670	2,636	2,660	4,044
Reports from other departments	256	170	966	1,232	1,395	1,275	2,689	1,786	2,760	2,909	3,317	2,685	2,644	2,621	2,646	4,391
Letters Patent of Incorporation	19	24	57	38	119	114	90	88	117	123	144	152	158	138	139	174
Supplementary Letters Patent						10	14	10	19	8	13	16	21	21	11	14
Circulars	240	60	1,429	891	954	500	200	250	600	100	200	500	1,000	150	1,300	350
Declarations fyled	33	30														
Warrants *re* lunatics	34	195	160	256	359	310	391	360	430	360	382	544	410	396	364	592
Notarial certificates	48	72	37	131	76	115	93	122	110	107	127	105	86	108	97	131
Statutory returns	52	58	135	792	2,500	3,200	1,000	1,200	1,500	2,000	2,500	2,800	2,900	3,000	3,500	4,000
Marriage Act forms, etc., issued			28,122	25,381	27,882	29,920	26,254	29,378	29,911	25,712	27,934	28,300	28,659	28,965	37,459	27,098
Printed forms distributed to sheriffs					1,800	1,700	2,000	3,000	3,500	4,000	4,200	5,000	5,000	5,000	5,000	5,500
Other printed forms for municipal and other returns					3,500	3,600	3,350	3,200	2,700	3,000	200	300	250	500	300	350
Commissions under Great and Privy Seals	135	190	139	170	275	318	227	214	531	359	400	297	328	305	338	308
Fees received	$1,938	$2,282	$5,688	$5,253	$7,021	$8,199	$6,947	$7,711	$9,190	$8,801	$11,075	$9,193	$11,219	$13,204	$12,400	$14,381
Ontario Gazette																
Proclamations published		16	21	33	17	1	13	1	13	19	11	10	6	6	6	7
Appointments gazetted	110	149	94	160	525	461	535	613	541	518	489	468	519	482	497	495
Public notices	17	58	80	36	127	123	119	121	150	141	166	179	107	189	163	196

APPENDIX II.—A Detailed Statement of fees received and the services

Services	Authorized fee.	Number.	January.	Number.	February.	Number.	March.	Number.	April.	Number.
	$ c.		$ c.		$ c.		$ c.		$ c.	
Commissions—Notaries Public	8 00	5	40 00	9	72 00	5	40 00	5	40 00	6
" under the Great Seal	13 00	2	26 00	1	13 00	3	39 00	2	26 00	6
Notarial certificates	1 00	11	11 00	6	6 00	9	9 00	12	12 00	9
Subpœnas	1 00	..	.....	1	1 00	..	.....	..	.....	..
Surrogate Court certificates	2 00	1	2 00	5	10 00	2	4 00	1	2 00	1
County " "	2 50	..	.....	..	.....	..	.....	..	.....	..
Superior " "	4 00	1	4 00	..	.....	1	4 00	..	.....	..
Escheats	20 00	..	.....	..	.....	1	20 00	..	.....	..
Releases	20 00	1	20 00	..	.....	..	.....	..	.....	..
Orders in Council	12 00	1	12 00	..	.....	1	12 00	1	12 00	..
Police Magistrates (without salary)	5 00	2	10 00	..	.....	..	.....	..	.....	..
Declarations	5 00	..	.....	..	.....	..	.....	..	.....	..
Searches	.....	..	2 25	..	6 55	..	7 45	..	2 15	..
Charters	.....	22	1,285 00	14	560 00	15	1,145 00	15	460 00	25
Marriage licenses	.....	..	215 20	..	232 00	..	237 00	..	216 50	..
Total	.....	46	1,627 45	36	900 55	37	1,517 45	36	770 65	48

rendered therefor in the Provincial Secretary's Department, 1895.

May.	Number.	June.	Number.	July.	Number.	August.	Number.	September.	Number.	October.	Number.	November.	Number.	December.	Total numbers.	Total amount.
$ c.		$ c.		$ c.		$ c.		$ c.		$ c.		$ c.		$ c.		$ c.
48 00	6	48 00	8	64 00	3	24 00	7	56 00	1	32 00	7	56 00	5	40 00	70	560 00
78 00	10	130 00	1	13 00	2	26 00	..	.....	2	26 00	4	52 00	3	39 00	36	468 00
9 00	11	11 00	13	13 00	7	7 00	13	13 00	13	13 00	16	16 00	11	11 00	131	131 00
.....	..	.....	..	.....	..	.....	..	.....	..	.....	1	1 00	..	.....	2	2 00
2 00	5	10 00	2	4 00	2	4 00	1	2 00	1	2 00	..	.....	3	6 00	24	48 00
2 50	..	.....	..	.....	..	.....	..	.....	1	2 50	..	.....	..	.....	2	5 00
.....	1	4 00	..	.....	..	.....	3	12 00	1	4 00	..	.....	1	1 00	8	32 00
.....	1	20 00	..	.....	..	.....	..	.....	..	.....	..	.....	..	.....	2	40 00
.....	..	.....	..	.....	..	.....	..	.....	..	.....	..	.....	..	.....	1	20 00
.....	1	12 00	1	12 00	..	.....	1	12 00	..	.....	..	.....	..	.....	6	72 00
.....	1	5 00	..	.....	..	.....	..	.....	..	.....	1	5 00	..	.....	4	20 00
.....	..	.....	1	5 00	1	5 00	..	.....	..	.....	1	5 00	..	.....	3	15 00
2 95	..	3 80	..	6 20	..	3 20	..	3 85	..	1 75	..	3 97	..	3 05	..	47 17
1,115 00	22	1,290 00	14	620 00	7	240 00	8	365 00	24	1,505 00	16	910 00	20	720 00	202	10,215 00
90 00	..	339 80	..	143 00	..	172 00	..	239 20	..	266 60	..	270 00	..	288 50	..	2,709 80
1,347 45	58	1,873 60	10	880 20	22	481 20	33	703 05	46	1,852 85	46	1,318 97	43	1,111 55	491	14,284 97

APPENDIX III.

LIST OF JOINT STOCK COMPANIES, 1895.

Name of Company.	Date.	Capital.
		$ c.
The Anderson Furniture Company (Limited)	26th July, 1895.	250,000 00
The Belleville Sun Printing and Publishing Company (Limited)	7th Jan., "	30,000 00
The Berlin Club (Limited) ...	21st Feb., "	2,000 00
The Bulletin Publishing Company of Toronto (Limited)	23rd April, "	20,000 00
The Harold Barrett Company of Port Hope (Limited)	9th May, "	49,000 00
The Barnsdale Trading Company of Stratford (Limited)	17th May, "	20,000 00
The Bennett and Wright Company of Toronto (Limited)	23rd May, "	98,000 00
The Bradley-Garretson Company (Limited)	29th June, "	75,000 00
The Berlin Thresher and Manufacturing Company (Limited)	26th July, "	40,000 00
The Bay of Quinte Hedge Company (Limited)	15th Aug., "	35,000 00
The British American Business College Company of Toronto (Limited)	25th Sept., "	10,000 00
The Barrie and Allandale Electric Street Railway Company (Limited)	10th Oct., "	50,000 00
The Bay of Quinte Auer Light Company (Limited)	30th Oct., "	40,000 00
The Belleville Traction Company (Limited)	8th Nov., "	100,000 00
The Brantford Operating and Agency Company (Limited)	20th Nov., "	50,000 00
The Brockville Electric Street Railway Company (Limited)	20th Nov., "	200,000 00
The Challenger-Crichton Company of Toronto (Limited)	9th May, "	2,000 00
The Compressed Fodder Company of Ontario (Limited)	23rd May, "	50,000 00
The Cornwall Racing and Driving Association (Limited)	25th May, "	2,000 00
The Chosen Friends Hall Company of Centre Ontario Junction (Limited)	24th June, "	2,000 00
The Cayuga Masonic Building Company (Limited)	26th July, "	10,000 00
The Canonto Mica and Mineral Company (Limited)	10th Oct., "	22,000 00
The Crystal Beach Cottage and Improvement Company (Limited)	10th Oct., "	40,000 00
The Consolidated Trust (Limited). (An Imperial Company licensed)		
The Diehl Manufacturing Company of Toronto (Limited)	7th March, "	30,000 00
The Dorrien Plating and Manufacturing Company of Toronto (Limited)	29th March, "	10,000 00
The Disney & Devlin Manufacturing Company of Hanover (Limited)	2nd May, "	24,000 00
The Drifters Club of Gananoque (Limited)	6th June, "	2,000 00
The Dundas County Telephone Company (Limited)	3rd July, "	40,000 00
The Eaton Brothers Brewing Company of Owen Sound (Limited)	16th Jan., "	200,000 00
The Eureka Oil Developing Company of Lambton (Limited)	25th Jan., "	5,000 00
The John Eaton Company of Toronto (Limited)	20th April, "	2,000 00
The Easton Boot and Shoe Manufacturing Company of Toronto (Limited)	23rd May, "	3,000 00
The Church of England Publishing Company of Toronto (Limited)	6th June, "	50,000 00
The Foam Yeast Company of Toronto (Limited)	7th Jan., "	25,000 00
The Fish Lake Protection Company (Limited)	16th Jan., "	1,000 00
The W. A. Freeman Company (Limited)	14th Feb., "	40,000 00
The Facer Solid Steel Car Wheel Company of Perth (Limited)	5th March, "	320,000 00
The Fort William Drug Company (Limited)	18th April, "	3,000 00
The Fulton-Jewell Manufacturing Company of Toronto (Limited)	6th June, "	5,000 00
The Garden City Carpet Manufacturing Company of Ontario (Limited)	30th Jan., "	10,000 00
The Guelph Heading and Stave Company (Limited)	15th March, "	3,000 00
The Guelph Pavement Company (Limited)	10th April, "	25,000 00
The Glenmajor Angling Company (Limited)	7th May, "	20,000 00
The Goderich Skating and Curling Association (Limited)	23rd May, "	5,000 00
The George Gillies Company (Limited)	6th June, "	125,000 00
The Grimsby Driving Park and Athletic Association (Limited)	13th June, "	10,000 00
The Guelph Norway Iron and Steel Company (Limited)	29th June, "	80,000 00
The Greenland Ice and Cold Storage Company of Toronto (Limited)	15th Aug., "	24,950 00
The W. E. Gillespie Company of Penetanguishene (Limited)	25th Sept., "	20,000 00
The Grant Tanning Company of Woodstock (Limited)	1st Oct , "	90,000 00
The Gananoque Hotel Company (Limited)	13th Nov., "	100,000 00
The John Gillies Estate Company (Limited)	28th Nov., "	120,000 00
The Goderich Knitting Company (Limited)	18th Dec., "	20,000 00
The Henderson Cycle and Manufacturing Company of Brantford (Limited)	25th Jan., "	24,000 00
The Hubbell Primary Battery Company of Ottawa (Limited)	25th Jan., "	45,000 00
The Huntsville and Lake of Bays Transportation Company (Limited)	7th March, "	25,000 00
The Hamilton Storage Battery Company (Limited)	5th April, "	10,000 00

LIST OF JOINT STOCK COMPANIES, 1895.—*Continued.*

Name of Company.	Date.	Capital.
		$ c.
The Huson Rocking Grate Bar Company of Toronto (Limited)	6th June, 1895.	100,000 00
The Hamilton Change Making Company (Limited)	6th June, "	20,000 00
The Home Journal Publishing Company of Ontario (Limited)	24th June, "	3,000 00
The Hunter Rose Company (Limited)	10th July, "	50,000 00
The Houzh and Harris Company (Limited)	26th July, "	15,000 00
The Horseshoe Club of Niagara Falls (Limited)	26th July, "	2,000 00
The Harvey-Van Norman Company (Limited)	25th Oct., "	250,000 00
The Hamilton Auer Light Company (Limited)	30th Oct., "	50,000 00
The Henderson Bicycle Company of Goderich (Limited)	28th Nov., "	100,000 00
The Hamilton Fruit Exchange Company (Limited)	5th Dec., "	30,000 00
The Ingersoll Electric Power and Light Company (Limited)	26th April, "	45,000 00
The Irving Umbrella Company (Limited)	13th Sept., "	25,000 00
The Kingston Chemical Fire Engine Company (Limited)	21st March, "	30,000 00
The King-Jones Company of Toronto (Limited)	11th Dec., "	50,000 00
The J. T. B. Lee Company (Limited)	8th Feb., "	95,000 00
The Leskeard Land Company (Limited)	11th Feb., "	50,000 00
The Lundy's Lane Electric Street Railway Company (Limited)	23rd April, "	50,000 00
The Light, Heat and Power Company of Lindsay (Limited)	29th June, "	70,000 00
The Lambeth Union Hall Company (Limited)	3rd July, "	2,000 00
The London Auer Light Company (Limited)	12th Oct., "	50,000 00
The Lincoln Street Railway, Traction and Light Company (Limited)	20th Nov., "	90,000 00
The Midland Electric Company (Limited)	25th Jan., "	10,000 00
The Milton Electric Light and Power Company (Limited)	29th March, "	15,000 00
The Money and Risks Printing and Publishing Company of Toronto (Ltd.)	6th April, "	3,000 00
The Metropolitan School of Music of Toronto (Limited)	3rd July, "	3,000 00
The Marthaville Public Hall Company (Limited)	25th Sept., "	1,500 00
The Midgley Vapor Burner Company of Paris (Limited)	1st Oct., "	20,000 00
The Morrisburg Skating and Curling Rink Company (Limited)	13th Dec., "	2,000 00
The Mooretown Salt Company (Limited)	11th Dec., "	10,000 00
The Millbrook Electric Light Company (Limited)	18th Dec., "	6,500 00
The J. McCarthy & Sons Company of Prescott (Limited)	17th May, "	100,000 00
The R. A. McCready Company of Toronto (Limited)	13th Aug., "	25,000 00
The McCrae Haines Company of Toronto (Limited)	13th Aug., "	24,000 00
The Niebergall Stave and Lumber Company of Staples (Limited)	9th Jan., "	15,000 00
The Niagara Neckwear Company (Limited)	25th Jan., "	20,000 00
The Niagara Fruit Package Company (Limited)	25th Jan., "	50,000 00
The Natural Gas and Oil Company of Ontario (Limited)	29th March, "	500,000 00
The Niagara Falls Printing and Advertising Company (Limited)	7th May, "	10,000 00
The Niagara Falls Athletic Grounds Association (Limited)	6th June, "	2,000 00
The Niagara Falls Electric Street Railway Company (Limited)	14th June, "	125,000 00
The Northumberland Paper and Electric Company (Limited)	12th Oct., "	100,000 00
The Nesbitt Publishing Company (Limited)	29th Oct., "	25,000 00
The Ontario Cheese Company of the Village of Dixon (Limited)	8th Feb., "	2,000 00
The Ontario Paving Brick Company (Limited)	18th April, "	50,000 00
The Ottawa Investment Company (Limited)	20th April, "	150,000 00
The Ontario Veneer Company (Limited)	2nd May, "	20,000 00
The Oriental Steam Laundry Company of Ontario (Limited)	23rd May, "	20,000 00
The Ontario Liberal Association (Limited)	26th April, "	2,000 00
The Ontario Steam Logger Company (Limited)	6th June, "	250,000 00
The Ottawa Real Estate Company (Limited)	3rd July, "	1,000,000 00
The Oliver Typewriter Company of Toronto (Limited)	10th July, "	50,000 00
The Office Specialty Manufacturing Company (Limited)	25th Sept., "	75,000 00
The Ottawa Auer Light Company (Limited)	30th Oct., "	30,000 00
The Ottawa Novelty Company (Limited)	7th Nov., "	10,000 00
The Owen Sound Curling Company (Limited)	11th Dec., "	1,500 00
The Pine Malt Medicine Company of Ontario (Limited)	2nd March, "	24,000 00
The Providence Gold Mining Company of Norland (Limited)	2nd May, "	40,000 00

LIST OF JOINT STOCK COMPANIES, 1895.—*Concluded.*

Name of Company.	Date.	Capital.
		$ c.
The Plantagenet Fruit Syrup Company (Limited)	9th May, 1895.	3,000 00
The Petrolea Bicycle Track Company (Limited)	6th June, "	2,000 00
The Port Dover Summer Resort and Hotel Company (Limited)	6th June, "	50,000 00
The Port Dalhousie and Grantham Park Company (Limited)	13th Aug., "	50,000 00
The Preston Swimming and Mineral Baths Company (Limited)	10th Oct., "	15,000 00
The Patterson Dry Mineral Magnetic Separator and Gold Extraction Company of Ontario (Limited)	25th Oct., "	125,000 00
The Parry Sound Electric Light Company (Limited)	7th Nov., "	20,000 00
The Parkhill Independent Printing and Publishing Company (Limited)	28th Nov., "	2,000 00
The Perth Canning Company (Limited)	28th Nov., "	20,000 00
The Prismatic Glass Company of Toronto (Limited)	28th Nov., "	5,000 00
The Pine and Hardwood Company of Toronto (Limited)	11th Dec., "	40,000 00
The Playfair and Preston Company of Midland (Limited)	20th Dec., "	10,000 00
The Pilkington Brothers (Limited). (An Imperial Company licensed)	28th Feb., "	...
The Rose Importing Company of Napanee (Limited)	16th Feb., "	9,000 00
The Railroad Folder Advertising Company of Ontario (Limited)	26th Feb, "	5,000 00
The C. Ross Company of Ottawa (Limited)	1st Nov., "	250,000 00
The Richmond Creamery Company of Toronto (Limited)	6th Dec., "	50,000 00
The Rapid Delivery Company of Toronto (Limited)	11th Dec, "	10,000 00
The Raymond Manufacturing Company of Guelph (Limited)	12th Dec., "	130,000 00
The John Ritchie Plumbing and Heating Company (Limited)	20th Dec., "	75,000 00
The H. F. Sharpe Dry Plate Company of Toronto (Limited)	29th Dec.. 1894.	2,000 00
The Southampton Manufacturing Company (Limited)	9th Jan., 1895.	25,000 00
The T. A. Slocum Chemical Company of Toronto (Limited)	16th Jan., "	25,000 00
The Standard Silver Company of Toronto (Limited)	9th Jan., "	50,000 00
The Shirra Milling Company of Caledonia (Limited)	16th Jan., "	25,000 00
The Standard Oil and Gas Company of Essex (Limited)	25th Jan., "	400,000 00
The Savanne Lumber Company (Limited)	8th Feb., "	48,000 00
The Julian-Sale Leather Goods Company of Toronto (Limited)	5th March, "	25,000 00
The South River Mercantile Company (Limited)	9th May, "	25,000 00
The Smiley-Hemstreet Company of Otterville (Limited)	17th May, "	24,000 00
The Swansea Forging Company (Limited)	26th July, "	100,000 00
The I. Simpson Manufacturing Company of Brantford (Limited)	26th July, "	45,000 00
The Stevens-Campbell Company (Limited)	18th Sept., "	450,000 00
The Sault Sainte Marie Trading Company (Limited)	10th Oct., "	24,000 00
The Toronto Hoop and Veneer Company (Limited)	20th Feb., "	50,000 00
The Toronto Mineral Wool Manufacturing Company (Limited)	17th May, "	24,000 00
The Toronto Dredging and Contracting Company (Limited)	29th June, "	50,000 00
The Toronto Presbyterian Ladies' College Company (Limited)	26th July, "	40,000 00
The Tilbury Peninsular Oil and Gas Company (Limited)	22nd Aug., "	20,000 00
The Trent River Lumber Company (Limited)	12th Oct., "	500,000 00
The Toronto Auer Light Company (Limited)	30th Oct., "	500,000 00
The Tadenac Club (Limited)	18th Dec., "	10,000 00
The Toronto Rowing Club (Limited)	18th Dec., "	3,000 00
The Trader Publishing Company of Toronto (Limited)	20th Dec., "	2,000 00
The Victoria Yacht Club of Hamilton (Limited	2nd May., "	3,000 00
The Williams-Hurlbert Company of Collingwood (Limited)	29th Dec., 1894.	11,000 00
The Harry Webb Company of Toronto (Limited)	9th Jan., 1895.	90,000 00
The Wyoming Grain Warehouse Company (Limited)	25th Jan., "	1,500 00
The Williams Cheese Box Machine Company of Belleville (Limited)	11th Feb., "	3,000 00
The Waterloo Grand Stand Company (Limited)	5th March, "	1,000 00
The R. S Williams and Sons Company (Limited)	19th March, "	500,000 00
The A. R Williams Machine Company (Limited)	19th March, "	300,000 00
The Harold A. Wilson Company of Toronto (Limited)	18th April, "	14,000 00
The Winch Brothers Company (Limited)	6th June, "	3,000 00
The Wallaceburg Flax Company (Limited)	29th June, "	10,000 00
The Walker Foundry Company of Belleville (Limited)	13th Aug., "	20,000 00
The Woodstock Waggon and Manufacturing Company (Limited)	12th Oct, "	25,000 00
The Wentworth Rod and Gun Club (Limited)	20th Nov., "	2,000 00
The Wanderer Cycle Company of Toronto (Limited)	11th Dec.. "	45,000 00

APPENDIX IV.

SUPPLEMENTARY LETTERS PATENT.

List of Companies Increasing Capital, 1895.

Name of Company.	Date.	Capital from	Increased to
		$ c.	$ c.
The John Eaton Company of Toronto (Limited)	26th July, 1895.	2,000 00	100,000 00
The Galt and Preston Street Railway Company (Limited)	25th Jan., "	50,000 00	100,000 00
The Hamilton Jockey Club (Limited)	23rd May, "	10,000 00	100,000 00
The Mattawa Electric Light and Power Company (Limited)	7th March,	10,000 00	30,000 00
The Metropolitan Athletic Grounds Company of Ottawa (Limited)	10th July, "	7,000 00	30,000 00
The O'Keefe Brewing Company of Toronto (Limited)	24th June, "	550,000 00	600,000 00
The Toronto Lock Company (Limited)	24th June, "	3,000 00	25,000 00
The Toronto Electric Light Company (Limited)	15th Nov., "	500,000 00	700,000 00

List of Companies Decreasing Capital.

Name of Company.	Date	Capital from	Decreased to
		$ c.	$ c.
The Goodwin Law Book and Publishing Company (Limited)	1st Feb., 1895.	50,000 00	25,000 00

Extending Powers.

Name of Company.	Date.
The Big East River Improvement Company (Limited)	19th March, 1895.
The Galt and Preston Street Railway Company (Limited)	25th January, 1895.
The Ontario People's Salt Manufacturing Company (Limited)	11th September, 1895.

Extension of Time.

The Muskoka Slide, Dam and Boom Company (Limited)	25th Oct., 1895 (1 year).

Re-incorporation.

The Auburn Woollen Company of Peterboro' (Limited)	23rd March, 1895.

Change of Name.

From	To
The Merchants and Traders Collecting and Protective Company of Ontario (Limited).	The Guarantee Collecting and Protective Company of Ontario (Limited).

APPENDIX V.—Synopsis of Returns to Addresses and Orders of the House presented to the Legislative Assembly during the Session of 1895.

No.	Sessional Papers.	Subject.	Mover.
	No.		
1	43	Loss over insurance by burning of Toronto University, amount of insurance on University, new Parliament Buildings and Upper Canada College. Loss over insurance by fire at Central Prison	Mr. Ryerson.
2	51	Correspondence relating to matters in dispute between the students and authorities of University College	Mr. Whitney.
3	56	Deductions made in the past ten years in amounts payable in respect of drainage works, etc	Mr. Meredith.
4	61	Correspondence *re* appointment Alfred Knight as clerk of the First Division Court, Lennox and Addington	Mr. McLaren.
5	63	Number of registrations in each municipality in County of Hastings	Mr. Haggarty.
6	64	Warrants issued in one Province and endorsed in another. Warrants issued in Montreal and endorsed in Ottawa	Mr. Evanturel.
7	65	Cost of Diamond drill; when started to work; number of days in operation; work done and men employed	Mr. Farwell.
8	69	Coroners' inquests for ten years preceding 1st January, 1880, and ten years succeeding that date	Mr. Hudson.
9	71	Classifying maintenance expenditures of Public Institutions for 1893	Mr. Hobbs.
10	77	Names of officials employed at Osgoode Hall who are paid wholly or in part by fees; fees collected and how disposed of.	Mr. McPherson.

PROVINCIAL REGISTRAR'S OFFICE, ONTARIO.
TORONTO, 31st March, 1896

SIR,—I have the honour to submit for your information a Statement of the work done in the Registrar's Branch of the Provincial Secretary's Department from 1st January, 1895, to 31st December, 1895.

CONDENSED STATEMENT showing the work done in the Provincial Registrar's Office of the Department of the Provincial Secretary for the year 1895.

Documents.	Recorded.	Indexed.
Commissions under Great Seal	222	222
Commissions under Privy Seal	77	77
Special Commissions	9	9
Letters' Patent Incorporating Companies	173	173
Supplementary Letters' Patent to Companies	17	17
Bonds and covenants	31	31
Warrants removing lunatics	329	329
Warrants transferring lunatics	191	191
Warrants discharging lunatics	72	72
Certificates, Provincial Land Surveyors	7	7
Crown Lands Patents	846	846
Mining leases	181	181
Special deeds and leases	11	11
Certificates of incorporation, Friendly Societies	62	62
Certified copies, exemplifications and certificates of patents	30	30
Searches and extracts of land patents, etc	81	81

In addition to the foregoing, an Annual Return of all bonds and securities recorded in this Department is prepared for the Legislative Assembly, and a Quarterly Return of all the lands is also sent to all the Registrars of each County and District in which patents have issued, giving description in full of land patented, name of patentee, date, etc., also cancellations and surrenders of patents.

Considerable work is also done in searching up records of land, patents, commissions, and other documents, and issuing extracts therefrom.

I have the honour to be, Sir,

Your obedient servant,

JOHN F. C. USSHER,
Deputy Registrar.

HON. J. M. GIBSON,
Provincial Registrar.

REPORT

OF THE

LIBRARIAN OF THE LEGISLATIVE ASSEMBLY

OF THE

PROVINCE OF ONTARIO,

FOR THE YEAR

1895.

REPORT

OF THE

LIBRARIAN OF THE LEGISLATIVE ASSEMBLY

OF THE

PROVINCE OF ONTARIO.

To the Honourable THE SPEAKER *of the Legislative Assembly of Ontario:*

The Librarian of the Legislative Assembly has the honor to present this report on the state of the Library.

During the past year, acting in accordance with the suggestions of the Library Committee at the last session of the Legislature, considerable progress has been made in preparing a manuscript catalogue of the books in the Library in departments, and the hope is expressed that as much progress may be made during the present year, and then the inconvenience that has been experienced on account of there being no reliable catalogue in existence will be largely overcome.

It is also a pleasure to report that very valuable additions have been made to the Sessional papers of the several Provinces, and the Librarian has conveyed to the officials of these governments the appreciation of the Library Committee of your honorable House for their kind assistance in forwarding, gratuitously, the papers and documents requested.

A very large addition has also been made to the collection of United States State documents and laws, which cannot but be of great service to the members of this Legislature. Many of the additions in question were of the nature of contributions from the States, and the others were purchased at not unreasonable prices.

The library now contains nearly fifty thousand volumes, and in the course of a few years will assume such proportions as will be a credit to this Province.

All of which is respectfully submitted.

W. T. R. PRESTON,
Librarian.

TORONTO, March 31st, 1896.

PAPERS

RELATING TO THE APPLICATION OF THE

SENATE OF THE UNIVERSITY OF TORONTO

TO THE

UNIVERSITIES OF OXFORD AND CAMBRIDGE

FOR THE GRANT OF

SPECIAL AFFILIATION PRIVILEGES

TO THE

UNIVERSITY OF TORONTO.

PRINTED BY ORDER OF THE
LEGISLATIVE ASSEMBLY OF ONTARIO.

TORONTO
WARWICK BRO'S & RUTTER, Printers, &c., 68 and 70 Front Street West
1896.

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PROCEEDINGS OF THE SENATE RESPECTING THE AFFILIATION OF THE UNIVERSITY OF TORONTO TO THE UNIVERSITIES OF OXFORD, CAMBRIDGE AND DUBLIN.

Resolution adopted by the Senate on the 13th May, 1895.

Moved by Mr. Thomas Hodgins, seconded by Chancellor Burwash, and *Resolved*, that a special committee be appointed to ascertain and report upon what conditions this University may be admitted to the special affiliation privileges provided for Colonial and Indian Universities by the Universities of Oxford and Cambridge and Dublin, as indicated in the calendars of the said Universities.

That the said special committee consist of the Chancellor, the Vice-Chancellor, President Loudon, Chancellor Burwash, Professor Pike, Professor Hutton, Principal Sheraton, and Mr. Hodgins (Convener). Carried.

Report of the Special Committee presented to the Senate on the 25th June, 1895.

The Special Committee on the application of this University to the Universities of Oxford and Cambridge for special affiliation privileges, presented the following report:

To the Senate of the University of Toronto:

The Special Committee appointed to ascertain and report upon what conditions the University of Toronto may be admitted to the special affiliation privileges provided for Colonial Universities by the Universities of Oxford and Cambridge, herewith append the correspondence and the statutes and regulations prescribed by the said Universities, setting forth the conditions upon which this University may obtain such affiliation privileges. (See Appendices A. and B.)

Your committee have drafted forms of application to be made by the Senate to the respective Vice-Chancellors of the Universities of Oxford and Cambridge for the grant of the privileges of affiliation desired by this University, and herewith submit the same for approval. (See Appendices C. and D.)

All of which is respectfully submitted.

(Signed.) THOMAS HODGINS
Chairman.

17th June, 1895.

A.

APPLICATION TO THE UNIVERSITY OF OXFORD.

The Chairman of the Committee to the Vice-Chancellor of the University of Oxford.

TORONTO, 14th May, 1895.

SIR,—The Senate of the University of Toronto has appointed a Special Committee to ascertain and report upon the terms and conditions under which the University may be admitted to the special privileges of affiliation provided for Colonial and Indian Universities as set forth in your University Calendar.

On behalf of that committee I have the honor to request that a copy of the University statutes or regulations prescribing the conditions under which our University can be admitted to such affiliation privileges, may be forwarded to me.

I have the honor, etc.,

(Signed) THOMAS HODGINS,
Chairman of Committee.

The Vice-Chancellor of the University of Oxford.

The Secretary to the Delegates of the University of Oxford to the Chairman of the Committee.

CLARENDON BUILDING, BROAD STREET,
OXFORD, May 28th, 1885.

SIR,—I am desired by the Vice-Chancellor to acknowledge the receipt of your letter of May 14th, and to forward to you some copies of the statute under which Indian and Colonial Universities are admitted to certain privileges.

It may be convenient for me to add that the delegates of Local Examinations are charged with framing regulations respecting students under this statute. These regulations are to be found in the documents sent herewith.

Yours very truly,

(Signed) H. T. GERRANS,
Secretary to the Delegates of Local Examinations.

T. HODGINS, ESQ.,
Toronto.

[*Enclosure.*]

STATT. TIT. II., SECTIO VII.—ON COLONIAL AND INDIAN UNIVERSITIES.

1. Any University situated in any part of the British Dominions, other than the United Kingdom, may apply to this University to be admitted to the privileges of this section of the Statutes.

2. The application shall be addressed to the Vice-Chancellor, who shall report the same to the Hebdomadal Council.

3. The Hebdomadal Council, after considering such application and after making such inquiry as it shall deem necessary, shall, if it think fit, propose to Convocation that the University so applying shall be admitted to the privileges of this section of the Statutes.

4. (*a*) Any person who shall have pursued during two full years a course of study prescribed by a University which has been admitted to the privileges of this section, and shall have passed all the Examinations connected with the course, may, although he shall not have been matriculated, or having satisfied the Masters of the Schools at Responsions or in an Additional Subject, be admitted to any one or more of the following Examinations, viz., any part of the First Public Examination, any Preliminary Examination in the Second Public Examination.

(*b*) Any such person who shall either have passed the Examination of Candidates not seeking Honors in the First Public Examination, or have obtained Honors in Greek and Latin Literature or in Mathematics in that Examination, or have satisfied the Moderators in the School of Mathematics in the subjects specified in Statt. Tit. VI. Sect. 1 B § 2. 11, or have passed the Preliminary Examination in Mechanics and Physics and in Chemistry in the School of Natural Science, or the Preliminary Examination in Jurisprudence, shall, if he is matriculated not later than the Michaelmas Term next following, be entitled to the following privilege, viz., the Term in which he is matriculated shall be reckoned, for the purposes of any provisions respecting the standing of members of the University, as the fifth Term from his matriculation.

(*c*) Any person who shall have been matriculated under the provisions of clause (*b*) may be admitted to any part of the Second Public Examination, if he has passed Responsions, or one of the Examinations which under Stat. Tit. VI. Sect. 1. give exemption from Responsions, or has passed the Examination of Candidates not seeking Honors in the First Public Examination, or has obtained Honors in Greek and Latin Literature in that Examination, or has passed a Preliminary Examination having satisfied the Examiners in a Greek book, and if he has also passed the Examination in Holy Scripture (or in a book offered instead thereof); provided that, if he has not obtained Honors in either the First or the Second Public Examination, he shall not be admitted to the Final Honor Examination in the School of Natural Science until he has satisfied the conditions of Statt. Tit. VI Sect. 1. C. § 5 cl. 7; and that, if he has not obtained Honors in the Second Public Examination, he shall not be admitted to the Final Honor Examination in the School of English Language and Literature until he has passed the First Public Examination.

(*d*) Any person who was born in India of parents who were born in India, and who shall have been matriculated under the provisions of clause (*b*), and who shall have passed the Examination in Holy Scripture (or in a book offered instead thereof), may be admitted to any part of the Second Public Examination: provided that, if he has not obtained Honors in either the First or the Second Public Examination, he shall not be admitted to the Final Honor Examination in the School of Natural Science until he has satisfied the conditions of Statt. Tit. VI. Sect. 1. C. § 5. cl. 7; and that, if he has not obtained Honors in the Second Public Examination, he shall not be admitted to the Final Honor Examination in the School of English Language and Literature until he has passed the First Public Examination.

(*e*) Any person who shall have been admitted to the Second Public Examination under the provisions of clauses (*c*) and (*d*) shall be entitled to supplicate for the degree of Bachelor of Arts so soon as he shall have passed the Second Public

Examination and shall have kept statutable residence for eight Terms, provided that he has obtained honors either in the First or in the Second Public Examination.

5. The Delegates of Local Examinations shall make regulations respecting—

(1) The registration of persons who have been matriculated under the provisions of this section.

(2) The granting of certificates to such persons showing that they have satisfied the special conditions under which they are admitted to the University Examinations, or under which they are entitled to supplicate for the Degree of Bachelor of Arts.

(3) The sending in of names to the Secretary to the Boards of Faculties and the producing of certificates to the Secretary to the Boards of Faculties by or on behalf of persons who avail themselves of the privileges granted by this section.

6. No person already matriculated in this University shall be admitted as a Candidate in any part of the First Public Examination, other than the Examination in Holy Scripture, under the provisions of this Statute.

7. Any University admitted to the privileges conferred by this section of the Statutes may at any time renounce such privileges, and this University may at any time withdraw the same by a vote of Convocation.

B.

Application to the University of Cambridge.

The Chairman of the Committee to the Vice-Chancellor of the University of Cambridge.

Toronto, 14th May, 1895.

Sir,—The Senate of the University of Toronto has appointed a Special Committee to ascertain and report upon the conditions under which the University may be admitted to the special privileges of affiliation provided for Colonial and Indian Universities and set forth in your University calendar.

On behalf of that Committee I have the honor to request that a copy of the University Statutes, or regulations prescribing the conditions under which our University can be admitted to such affiliation privileges, may be forwarded to me.

I have the honor, etc.,

(Signed), THOMAS HODGINS,
Chairman of Committee.

The Vice-Chancellor of the University of Cambridge.

The Secretary of the Council of the University of Cambridge to the Chairman of the Committee.

SYNDICATE BUILDINGS,
CAMBRIDGE, 1st June, 1895.

DEAR SIR,—The Vice-Chancellor has requested me to reply to your letter to him of the 14th ult.

The general regulations for institutions affiliated to the University of Cambridge were somewhat modified last year, and I send you accordingly a copy of the regulations now in force.

Any application from the University of Toronto for affiliation should contain particulars as to the course of instruction and examinations provided for the class of students on whose behalf the application is made. A copy of the calendar of the University of Toronto should be sent at the same time. The application should of course be addressed to the Vice-Chancellor.

I am sending you two reports of the Council of the Senate relating to the affiliation of the University of Adelaide, which may perhaps be of some assistance to you in any action which you may take.

I am, yours faithfully,

(Signed) J. N. KEYNES,
Secretary of the Council of the Senate.

T. HODGINS, Esq.,
Toronto.

[*Enclosure.*]

GENERAL REGULATIONS FOR THE AFFILIATION OF LOCAL COLLEGES.

Report of Council of Senate, 4 June, 1894. Grace, 14 June, 1894.

1. Any student of an affiliated institution who shall have continued a member of it for such length of time, not less than two years, and shall have attended such lectures and passed such examinations as may be required from time to time by grace of the Senate, shall, if admitted as a member of the University, be entitled to either or both of the following privileges: (1) to be excused all the parts of the previous examination (including the additional subjects); (2) to be allowed, for the purposes of any provision respecting the standing of members of the University, to reckon the first term kept by residence as the fourth term of his residence, and, provided he obtains a degree by one of the Tripos Examinations, to proceed in due course to the B.A. or LL.B. degree.

2. In the case of any student claiming to be admitted to the privileges of affiliation, a certificate of having fulfilled the prescribed conditions, signed by the registrar or other competent authority of the affiliated institution, shall be presented for registration to the registrary in the student's first term of residence, and a fee of £2 shall be paid at the same time to the registrary for the University chest.

3. Certificates of having fulfilled the prescribed conditions, if not presented in a student's first term of residence, shall not be accepted for registration without the express permission of the Council of the Senate.

4. Students claiming to be admitted to the privileges of affiliation shall be required (1) to have fulfilled all the prescribed conditions before matriculation, (2) to matriculate and to pay the usual fee of £5.

University of Adelaide.

Report of Council of Senate 8 June, 1891. Grace 18 June, 1891.

1. That the University of Adelaide be adopted as an institution affiliated to the University of Cambridge.

2. That graduates of the University of Adelaide who have satisfied the examiners in Latin and one other language, not being English, in any one or more of the examinations held by that University, be entitled to be admitted to the privileges of affiliation.

3. That matriculated students of the University of Adelaide who have completed therein two academical years of study, and have passed the First and Second Annual Examinations for the degree of Bachelor of Arts, Science, Laws or Medicine, be entitled to be admitted to the privileges of affiliation, provided that in some one or more of the examinations (other than the Junior Public Examination) held by that University, they have satisfied the examiners in Latin, or other language not being English, Elementary Pure Mathematics and Elementary Applied Mathematics. *Report of Council of Senate, 29 January, 1894. Grace, 1 March, 1894.*

C.

Draft of the Senate's Application to the University of Oxford.

To the Vice-Chancellor of the University of Oxford:

The Senate of the University of Toronto hereby respectfully apply to the Chancellor, Vice-Chancellor, Masters and Scholars of the University of Oxford, that the University of Toronto may be admitted to the privileges conferred by the University of Oxford on Colonial and Indian Universities.

This University was originally incorporated by an Imperial Royal Charter under the Great Seal of the United Kingdom, dated the 15th March, 1827, under the name of the University of King's College, and was constituted a University, and declared to have and enjoy all such and the like privileges as were then enjoyed by the Universities of the United Kingdom of Great Britain and Ireland, and the members of its convocation were declared to have, exercise and enjoy all such and the like privileges as were then enjoyed by the members of the convocation of the University of Oxford.

That subsequently the name of the said University was changed to that of the University of Toronto, but, subject to the provisions of the statutes in that behalf, so much of the said Royal Charter as was not inconsistent with the said statutes, was declared to be continued in force.

That this University has power to examine for, and after examination to confer the several degrees of Bachelor and Master of Arts, Bachelor and Doctor of Laws, Science, Philosophy, Medicine and Music, and Master in Surgery and the degree of Civil Engineer and Mechanical Engineer, and also the several degrees of Bachelor, Master and Doctor in any department of knowledge whatever, except Theology.

That this University has prescribed regulations and a curriculum of the studies and subjects for the examination of candidates for such degrees, and also for the scholarships, honors and prizes offered by this University amongst such candidates.

That the curriculum for the degree of B.A. extends over four years after the student has passed the Junior Matriculation, requiring in all five examinations, of which particulars are given on pages 53-133 of the calendar sent with this application.

The curriculum for the degree of LL.B. extends over four years from Junior Matriculation or the Second Arts examination, with four annual examinations, of which particulars are given on page 188.

The curriculum for the degree of M.B. extends over four years, with three examinations in addition to Matriculation, particulars of which are given on pages 136-183.

Copies of the calendar of this University, and of the regulations and curriculum of studies adopted by the Senate on the 13th day of May, 1895, and now in force in this University, are sent herewith for the information of your University.

This University is willing to accept and observe the conditions prescribed by the statute of the University of Oxford respecting Colonial and Indian Universities.

(Signed), W. MULOCK,
Vice-Chancellor.

JAS. BREBNER,
Registrar.

D.

DRAFT OF THE SENATE'S APPLICATION TO THE UNIVERSITY OF CAMBRIDGE.

To the Vice-Chancellor of the University of Cambridge:

The Senate of the University of Toronto hereby respectfully apply to the Chancellor, Vice-Chancellor, Masters and Scholars of the University of Cambridge, that the University of Toronto may be adopted as an institution affiliated to the University of Cambridge under the regulations now in force respecting the affiliation of Colleges, and with the same privileges as have been accorded to the graduates and undergraduates of the University of Adelaide.

This University was originally incorporated by an Imperial Royal Charter under the Great Seal of the United Kingdom, dated the 15th March, 1827, under the name of the University of King's College, and was thereby constituted a University, and declared to have and enjoy all such and the like privileges as were then enjoyed by the Universities of the United Kingdom of Great Britain and Ireland.

That subsequently the name of this University was changed to that of the University of Toronto, but, subject to the provisions of the Statutes in that behalf, so much of the said Royal Charter as was not inconsistent with the said Statutes, was declared to be continued in force.

That the University has power to examine for, and after examination, to confer the several degrees of Bachelor and Master of Arts, Bachelor and Doctor of Laws, Science, Philosophy, Medicine and Music, and Master in Surgery and the degree of Civil Engineer and Mechanical Engineer, and also the several degrees of Bachelor, Master and Doctor in any department of knowledge whatever, except Theology.

That this University has prescribed regulations and a curriculum of studies and subjects for the examination of candidates for such degrees, and also for the scholarships, honors and prizes offered by the University for competition amongst such candidates.

That the curriculum for the degree of B.A. extends over four years after the student has passed the Junior Matriculation, requiring in all five examinations of which particulars are given on pages 53-133 of the Calendar sent with this application.

The curriculum for the degree of LL.B. extends over four years from Senior Matriculation or the Second Arts examination with four annual examinations, of which particulars are given on page 138.

The curriculum for the degree of M.B. extends over four years with three examinations in addition to Matriculation, particulars of which are given on pages 136-183.

This University is willing to accept and observe the conditions prescribed by the general regulations of the University of Cambridge for affiliated institutions.

Copies of the calendar of this University for the year 1894-5, and of the regulations and curriculum of studies adopted by the Senate on the 13th day of May, 1895, and now in force in this University, are sent herewith for the information of your University.

(Signed), W. MULOCK,
Vice-Chancellor.
JAS. BREBNER,
Registrar.

Resolution of a Special Meeting of the Senate held on the 25th June, 1895, adopting the Report of the Special Committee.

On motion of Mr. Thomas Hodgins, seconded by Professor Hutton, it was unanimously

Resolved, that the report of the Special Committee on the applications to the English Universities named in the report be received and adopted, and that the dratt applications be adopted and made by the Senate to the Universities of Oxford and Cambridge, as recommended by the Committee, for the grant of the affiliation priveleges mentioned in the documents appended to the said report, so that members of this University of two year's standing, or over, may be admitted to the said Universities without examination and enabled to obtain their degrees therein after two years from their admission, and on the conditions prescribed by the Statutes and regulations of the said Universities appended to the report.

The Vice-Chancellor of the University of Oxford to the Vice-Chancellor of the University of Toronto.

QUEEN'S COLLEGE,
OXFORD, 13th July, 1895.

DEAR SIR,—I have to acknowledge the receipt of your letter of the 2nd instant, and to inform you that I will lay the same before the Hebdomadal Council of the University at the earliest possible date in next term.

I have the honor to be,
Yours very faithfully,

(Signed), JOHN R. MAGRATH,
Vice-Chancellor of the University of Oxford.

The Vice-Chancellor of the University of Toronto.

The Vice-Chancellor of the University of Cambridge to the Vice-Chancellor of the University of Toronto.

THE LODGE, KING'S COLLEGE,
CAMBRIDGE, July 13th, 1895

MY DEAR SIR,—I have to acknowledge the receipt of your letter of application for the affiliation of the University of Toronto, together with a copy of your calendar.

It will not be possible to take any steps in the matter till October next; but I will ask my successor (in the office of Vice-Chancellor) to deal with the application.

Yours faithfully,

(Signed), A. AUSTIN LEIGH,
Vice-Chancellor

The Vice-Chancellor of the University of Toronto.

Extract of the Minutes of the Senate, 13th October, 1895.

The foregoing letters from the Vice-Chancellors of the Universities of Oxford and Cambridge, acknowledging the receipt of the applications of this University to be admitted to the special privileges granted to Colonial Universities were read and ordered to be fyled.

The Secretary of the Council, University of Cambridge, to the Registrar of the University of Toronto.

SYNDICATE BUILDINGS,
CAMBRIDGE, 30th October, 1895.

SIR,—The Council of the Senate of the University of Cambridge have had under their consideration the application for affiliation received from the University of Toronto, and they are prepared to recommend to the Senate the adoption of the University of Toronto as an affiliated institution under the conditions named in the enclosed draft. Before taking the step, however, they will be glad to learn the views of your University with regard to the conditions proposed.

I am sending a copy of the general regulations for affiliated institutions,* as well as the special regulations drafted for Toronto, and I shall be obliged if you will at your convenience inform me as to the views taken by your University.

I am, Sir, yours very faithfully.

(Signed) J. N. KEYNES,
Secretary of the Council of the Senate
of the University of Cambridge.

To the Registrar of the University of Toronto, Canada.

[*Enclosure.*]

"1. That the University of Toronto be admitted as an institution affiliated to the University of Cambridge.

"2. That matriculated students of the University of Toronto who have completed therein two academical years of study, and have passed the First and Second Annual Examinations for the degree of Bachelor of Arts, be entitled to be admitted to the privileges of affiliation."

The Registrar of the University of Oxford to the Registrar of the University of Toronto.

REGISTRAR OF THE UNIVERSITY'S OFFICE,
BROAD STREET, OXFORD, November 26th, 1805.

SIR,—I beg to notify to the Vice-Chancellor and to the Senate of the University of Toronto, that in a Convocation of the University of Oxford, duly holden on Tuesday, November the 26th, 1895, the following Decree was voted unanimously:—

"*That the University of Toronto be admitted to the privileges of a Colonial University under the provisions of Statt. Tit. II., Sectio. VII., on Colonial and Indian Universities.*"

I enclose a printed copy of the Section VII. referred to.†

I remain, faithfully yours,

(Signed) EDWARD T. TURNER,
Registrar of the University of Oxford.

J. BREBNER, ESQ.,
Registrar of the University of Toronto.

*See page 9 *ante*. †See page 6 *ante*.

Extract of the Minutes of the Senate, 14th December, 1895.

A letter was read from J. N. Keynes, Secretary of the Council of the Senate of the University of Cambridge, enclosing the draft report of the Council of the Senate of the University of Cambridge, to which the application of this University to be admitted to the special privileges of affiliation had been referred.

A letter was also read from Edward T. Turner, Registrar of the University of Oxford, enclosing the Decree admitting this University to affiliation, unanimously voted in a Convocation duly holden on Tuesday, November the 26th, 1895

The communications from the Universities of Oxford and Cambridge were ordered to be referred to a Special Committee consisting of President Loudon, Rev. Dr. Sheraton, Rev. Dr. Caven, Chancellor Burwash, Mr. B. E. Walker, Mr. King, Dr. Graham, and Professor Hutton (Convener).

The above communication from the University of Cambridge was referred to Mr. Hodgins, the former Chairman of the Special Committee, who thereupon made the following report:—

TORONTO, 19th November, 1895.

DEAR MR. VICE-CHANCELLOR:—I have read the letter of the Secretary of the Council of the Senate of the University of Cambridge to the Registrar, dated the 30th ultimo, on the application of our University for Special Affiliation, and would suggest a reply to the following effect:—

The application of the Senate to the University of Cambridge asked that we should be granted the same privileges as those conferred upon the University of Adelaide, by which our matriculated students who had passed the first and second annual examinations for the degree of Bachelor of Arts, Laws, or Medicine, in our University, should be entitled to be admitted to the privileges of affiliation in the University of Cambridge.

The draft of the proposed Statute recommended by the Council of the Cambridge Senate provides that matriculated students in the Faculty of Arts may be granted the privileges of affiliation, and to that extent it is a partial grant of our application, and is satisfactory. But there is nothing in the Secretary's letter, nor in the draft statute or grace, informing the Senate of any objection to the grant of similar privileges to our matriculated students in the Faculties of Law and Medicine, and such as have been granted by the grace of the Cambridge Senate, to the matriculated students of the University of Adelaide.*

The Cambridge University Calendar, under the title of "Proceedings in Medicine," states that "Medical study out of the University shall in all cases be understood to mean study at some well-known School of Medicine, which shall have been recognized by the Special Board for Medicine."

And in the list of "Colonial and Foreign Schools of Medicine and Hospitals recognized by the University of Cambridge," appear the names of Johns Hopkins University and McGill University, the curricula and standards of medical lectures and examination in which are similar to those in the University of Toronto.

It will be necessary for you to ascertain from the Secretary of the Council the decision of the authorities of the University of Cambridge respecting our University's application for affiliation privileges in the Faculties of Law and Medicine.

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* See page 10, *ante*.

The application sent by our Senate to the University of Cambridge stated that "this University is willing to accept and observe the conditions prescribed by the general regulations of the University of Cambridge for Affiliated Institutions." A copy of the General Regulations, which the Secretary of the Council has enclosed, was attached to the draft form of application prepared by the Senate Committee, which our Senate adopted and ordered to be forwarded to the Vice-Chancellor of the University of Cambridge.

It would be proper to inquire if the Council of the Senate requires any further assent of this University to these general regulations.

Yours faithfully,

(Signed) THOMAS HODGINS,

WILLIAM MULOCK, ESQ., Q.C., M.P.,
Vice-Chancellor of the University of Toronto.

The Registrar of the University of Toronto to the Secretary of the Council, University of Cambridge.

UNIVERSITY OF TORONTO,
22nd November, 1895.

SIR,—I am directed by the Vice-Chancellor of this University to enclose a copy of the report of Mr. Thomas Hodgins, Q.C., the former chairman of the Special Committee on the application of the University of Toronto for the grant of special affiliation privileges from the University of Cambridge, in answer to your communication of the 30th ultimo.

I am, etc.,

(Signed) JAMES BREBNER,
Registrar.

J. A. KEYNES, Esq.,
Secretary to the Council, University of Cambridge.

The Secretary of the Council, University of Cambridge, to the Registrar of the University of Toronto.

SYNDICATE BUILDINGS,
CAMBRIDGE, 19th December, 1895.

DEAR SIR,—The Affiliation Committee of the Council of the Senate have considered your letter and enclosure of 22nd November, 1895, and they have requested me to reply on their behalf.

The Committee made no proposal with regard to students of Law in the University of Toronto, as they had no information concerning the nature of the

course which such students are required to pursue. The Calendar (page 188) merely states that the curriculum in law is at present in process of revision.

The principal reason why no proposal was made with regard to students of Medicine was that the examinations for the degree of M.B., subsequent to the Junior Matriculation Examination, appeared to include none but scientific and professional subjects, and hence the Committee came to the conclusion that they had not sufficient evidence before them that students of medicine would have shewn such proficiency in the subjects of general education as would justify this University in admitting them to an Honor B.A. Examination. It is to be observed whilst affiliation under the existing regulations exempts all students, including students in medicine from the previous examination in Arts, it shortens the course only for the B.A., or the LL.B. degree in honors, not for any other degree.

The above remarks will shew why the Committee proposed to limit the privileges of affiliation in the case of the University of Toronto to those matriculated students who had passed the first and second annual examinations for the degree of B.A. The Committee will, however, be quite ready to reconsider the question if they are desired to do so by your University. In this case I shall be glad to receive information as to the prescribed curriculum for students of law, and it may be advantageous that I should be furnished with specimens of the papers set in the Junior Matriculation Examination. You will observe that in the case of the University of Adelaide, affiliated students must have satisfied the examiners in certain specified subjects in some one or more of the examinations, other than the Junior Public Examination, held by that University. A somewhat similar proviso might, if necessary, be introduced in the regulations for the affiliation of Toronto.

I do not know whether you have any students who are likely to desire to be admitted to the privileges of affiliation here in the near future. Should this be so, it may be well to proceed with the draft regulations as already sent to you, and supplement them by further regulations later on. If, however, there is no pressing need for hurry, it will be better to wait until we can decide the whole question at once.

I may perhaps point out that, independently of any modification in the conditions of affiliation, the object in view with regard to students of medicine, as indicated by Mr. Hodgins' letter, might be in a large degree attained if the University of Toronto were to be recognized by the Cambridge Special Board for Medicine as a Colonial School. Students preparing for the Cambridge M.B. degree might then spend two out of the required five years of study at Toronto, either before or after the required three years of residence at Cambridge. For this recognition an application on behalf of the University should be made to the Special Board, and there is good reason to believe that it would at once be granted.

No further notification of assent to the General Regulations for affiliation is necessary for our purposes. But I shall be glad to hear from you further with regard to the special Regulations proposed for Toronto.

I am,

Faithfully yours,

(Signed) J. N. KEYNES.

To JAMES BREBNER, Esq.,
Registrar, University of Toronto.

Extract from the Minutes of the Senate, 10th January, 1896.

A letter was read from J. N. Keynes, Secretary to the Council of the Senate of the University of Cambridge, respecting the application of this University for admission to the special privileges granted to Colonial and Indian Universities.

The communication was ordered to be referred to the Special Committee to which previous communications from the Universities of Oxford and Cambridge on the same subject had been referred.

Meeting of the Senate, 21st February, 1896.

On motion of Professor Hutton, seconded by Dr. Cavan, the following report of the Committee on the affiliation of this University with Oxford and Cambridge Universities was unanimously adopted.

Report of the Special Committee of Senate re *Oxford and Cambridge Affiliation.*

Your Committee beg to recommend :—

(1) That the Registrar be instructed to inform the authorities of the University of Cambridge that this University accepts affiliation with Cambridge in respect of the Arts Course, on the terms proposed.

(2) That the Registrar further, in accordance with the suggestion made from Cambridge, apply to the Cambridge Special Board for Medical Studies, for the admission of this University, in respect of its medical course, as a Colonial School of Medicine.

(3) That the Registrar, at the same time, enquire of the same correspondent whether it will be of any advantage to this University to receive the same affiliation in Medicine as has been granted to the University of Adelaide, and if so, whether the higher standard of matriculation contemplated by the Medical Council will entitle our medical students, when it comes into force, to affiliation with Cambridge such as the University of Adelaide possesses, and if not, what evidence of proficiency in the subjects of the Arts Course, and what examination of that course will be required by the University of Cambridge for this purpose.

(Signed) MAURICE HUTTON,
Chairman.

The Registrar of the University of Toronto to the Secretary of the Council, University of Cambridge.

University of Toronto,
Registrar's Office, March 1st, 1896.

Dear Sir,—I am directed to inform you that the Senate of the University of Toronto accepts affiliation to the University of Cambridge, in respect of the course in Arts, on the terms proposed in the draft report of the Council, dated the 21st of October, 1895.

It may be well to make some explanations with respect to the Curriculum in Law. In 1888 the University established the Honor Department of Political Science and prescribed a course of study, which was not materially changed until May, 1895. The Curriculum in Law was based on this Arts course, the work of the first year of the pass course in Arts was prescribed for Matriculation in Law, the work in Political Science of the second year in Arts—when the honor course began—was that for the first year in law, and this continued throughout, so that when a student completed his course in Honor Political Science, he had but one more year's work before his examination for LL.B.

I send herewith a copy of the Curriculum in Law for 1891-1895, which will remain in force until July 1st, 1897, so as to enable students in Political Science, who graduate in Arts this year, to take their degree in law under the old curriculum.

The committee of the Senate having in charge the revision of the Curriculum in Law, has not yet reported, but I hope to see the work completed before the close of the session, when I shall forward you a number of copies.

In accordance with your suggestion, I have been instructed by the Senate to make application to the Special Board for Medicine for the recognition of this University, in respect of its Faculty of Medicine as a Colonial School.

I have been instructed to enquire whether it will be of any advantage to this University to receive the same affiliation in medicine as has been granted to the University of Adelaide, and if so, whether the higher standard of matriculation contemplated by the Medical Council will entitle our medical students, when it comes into force, to affiliation with the University of Cambridge, such as the University of Adelaide possesses; and if not, what evidence of proficiency in the subjects of the Arts course and what examinations of that course will be required by the University of Cambridge for that purpose.

I may be permitted to explain the reference to the Medical Council, which is the licensing body for Ontario. For many years it accepted for matriculation a certificate of matriculation in any Canadian or British University, and as a consequence, the standard varied very greatly. In 1890 an arrangement was made, by which the examinations for matriculation in this University and for the various grades of teachers' certificates in this province, were to be conducted by a joint board, of which half of the members are appointed by the Senate of this University, and the other half by the Minister of Education for the Province. The University retained its right to fix the standard, and within a short time, the Law Society, the Medical Council and other educational institutions required students entering upon course of study with them to pass this matriculation examination.

The Medical Council in June last, after the new Curriculum in Arts had been issued, passed the following regulation: "Everyone desirous of being registered as a matriculated medical student in the register of this college, except as hereinafter provided, must on and after the 1st day of November, 1897, present to the registrar of the college the official certificate of having passed the Junior Matriculation Examination as conducted by the Education Department of Ontario, with not less than second class honors in each of the following subjects: English, Physics, Chemistry, Botany and Zoology; or in lieu thereof an official certificate of having passed the Junior Matriculation Examination as conducted by the Education Department of Ontario, and in addition thereto a certificate of having passed, not sooner than in the ensuing year, the Arts examination held at the end of the first year of the University course by a recognized University." This is much more than the University requires and will not be taken by all our students in medicine, only by those who propose to practice in Ontario. By reference to

the Curriculum in Arts, where the conditions for matriculation—the same for both Arts and Medicine—are defined, you will see that this University now requires a candidate to pass an examination in three languages, Latin and either French or German are compulsory, and in addition either Greek or the second Modern Language with Physical Science.

I am sending you a full set of our examination papers for 1895, which will show the character of the papers set in all the faculties and departments of this University.

If any further information is required, I shall be very glad to furnish it to the council.

I am, Sir,

Yours very truly.

(Signed), JAMES BREBNER,
Registrar.

J. N. KEYNES, ESQ.,
Secretary of the Council of the Senate of
the University of Cambridge.

The Secretary of the Special Board of Medicine, University of Cambridge, to the Registrar of the University of Toronto.

ST. JOHN'S COLLEGE,
CAMBRIDGE, 8th May, 1896.

MY DEAR SIR,—The Special Board of Medicine to-day agreed to recognize the University of Toronto as a Colonial School of Medicine, at which candidates for the medical degrees of this University may attend lectures and other courses of instruction.

Yours very truly,

(Signed), DONALD MACALISTER,
Secretary.

JAMES BREBNER, ESQ.,
Registrar, University of Toronto.

The Secretary of the Council, University of Cambridge, to the Registrar of the University of Toronto.

SYNDICATE BUILDINGS,
CAMBRIDGE, 11th June, 1896.

DEAR SIR,—I have pleasure in informing you that on Thursday last the Senate passed a Grace confirming the recommendations relating to the University of Toronto contained in the report of the Council, of which I enclose a copy herewith. The effect of this is to entitle properly qualified students in Arts of your University to the privileges of affiliation in this University.

Early last month the Special Board for Medicine, in pursuance of their powers, placed the University of Toronto on their list of recognized Schools of Medicine. I am, however, officially informed that your students in Medicine will not (as Toronto or Cambridge students) be eligible for registration by the General Medical Council of the United Kingdom unless they have passed either the Departmental Arts Matriculation Examination, conducted by the Education Department of Ontario, or the Previous Examination of this University.

Affiliation, as I have already explained, exempts from a year's residence only those students who are proceeding to an Arts degree in Honors at Cambridge. If, however, you still desire that privileges of affiliation be extended to matriculated students in Medicine of your University, the Affiliation Committee are prepared to propose to the Council of the Senate that matriculated students of the University of Toronto who have completed therein two academical years of study, and have passed the Departmental Arts Matriculation Examination, and the first and second annual examinations for the degree of Bachelor of Medicine, shall be entitled to be admitted to the privileges of affiliation, provided that in some one of these examinations or other examinations conducted by the University of Toronto, they have satisfied the examiners in Latin, one other language not being English, Mathematics and Physics.

This arrangement would—

(1) Entitle a student affiliated under these conditions to be registered by the General Medical Council;

(2) Excuse him from the Previous Examination;

(3) Enable him to be a candidate for the B.A. degree in Honours at the end of two year's residence at Cambridge;

(4) In conjunction with the recognition of the Special Board for Medicine above referred to, enable him to proceed to a degree in Medicine at the end of three years of medical study in Cambridge.

As regards the affiliation of students in Law in your University, the Committee will be happy to consider the appropriate conditions so soon as they shall have received the copies which you kindly promise of the revised curriculum.

I am, faithfully yours,

(Signed), J. N. KEYNES,
Secretary of the Council of the Senate.

To the Registrar of the University of Toronto.

[*Enclosure.*]

Grace of the Senate of the University of Cambridge.

1. That the University of Toronto be adopted as an institution affiliated to the University of Cambridge.

2. That matriculated students of the University of Toronto who have completed therein two academical years of study, and have passed the First and Second Annual Examinations for the degree of Bachelor of Arts, be entitled to be admitted to the privileges of affiliation.

Extract from the Minutes of Senate, June 23rd, 1896.

The foregoing communication was read from J. N. Keynes, Secretary of the Council of the Senate of the University of Cambridge, enclosing a copy of the Grace of the University, granting to the University the privileges of affiliation in the Faculty of Arts, and suggesting that the Senate apply for similar privileges respecting the Faculty of Medicine. On motion of Prof. Macallum, seconded by Mr. J. M. Clark, it was *resolved* to make application for the privilege of affiliation in respect of the Faculty of Medicine, and that Chancellor Burwash, Professor Cameron and Professor Macallum, be appointed a Special Committee to draft the necessary application.

The Chairman of the Special Committee to the Secretary of the Council, University of Cambridge.

London, W. C., September 4th, 1896.

Dear Sir,—The Senate of the University of Toronto on the 23rd of June last, appointed a committee to deal with the question of affiliation of the University of Toronto with the University of Cambridge as regards medicine, and referred to this committee your communication of the 11th of June, with full powers to act for the University of Toronto.

This committee has had the matter under consideration and begs to accept the privileges of affiliation offered to students of medicine who have passed the Arts Departmental Matriculation of Ontario, and the first and second examinations in medicine of the University of Toronto.

The committee desires in addition to point out that the September Matriculation Examination of the University of Toronto is fully equal to the Arts Departmental Matriculation of Ontario from a literary standpoint, though not accepted by the College of Physicians and Surgeons of Ontario for purposes of registration, because that body seeks a common standard for all schools and colleges, such as the Arts Departmental Examination affords; and this committee would ask the University of Cambridge to accept the Matriculation Examination of the University of Toronto, which is practically the same as the other as a first step towards proceeding to the degrees in medicine of the University of Cambridge, even although such degrees be not registrable for the purpose of medical practice.

Yours obediently,

(Signed) I. H. CAMERON,
Chairman of the Committee.

J. N. Keynes, Esq.,
Secretary of the Council, University of Cambridge.

CORRESPONDENCE WITH THE UNIVERSITY OF TRINITY COLLEGE, DUBLIN.

TORONTO, 10th February, 1896.

REV. SIR,—The Senate of the University of Toronto have adopted a resolution, of which I enclose a copy,* and I now write to request to be informed of the terms and conditions upon which our University may be admitted to the special privileges mentioned on pages 9-10 of your Calendar.

Do the regulations of Trinity College mean that a student of a Colonial University who is of the proper standing for taking the degree, may be admitted to your University, and proceed to obtain a degree?

And does the expression "exercises for the degree" in section 3, mean that the examination questions for the degree, and the answers of the candidate in the Colonial University, are to be transmitted to the Regius Professor in your University?

In Oxford and Cambridge, an undergraduate in a Colonial University, who has passed his second year's examinations there, can be admitted into either University without examination, and may proceed to a degree in two years from his admission. Am I right in assuming that a similar policy has been adopted by the University of Dublin?

Your obedient servant,

(Signed) THOMAS HODGINS.

The Very Rev'd GEORGE SALMON, D.D.,
Provost of Trinity College, Dublin.

PROVOST'S HOUSE, TRINITY COLLEGE,
DUBLIN, February 20th, 1896.

DEAR SIR,—The regulations which you quote from p. 9-10 of the Calendar only relate to students who have obtained their education in Arts here. The old statutes enact that no one can get a degree without attendance in person to receive it, and this rule remains unaltered with respect to persons residing in these islands. But the regulations which you quote form a comparatively recent provision for the case of men who go abroad after having obtained the B.A. degree, and desire to proceed to higher degrees, and for the rare case (which has sometimes occurred) of men going away in the short interval between their passing the degree examination and having the degree formally conferred.

There are no "*ad eundem*" regulations except in the cases of Oxford and Cambridge, save that graduates of any chartered university are not required to pass a matriculation examination.

I dare say if it came before us as a practical question, we should not be unwilling to do as much for members of Indian and Colonial Universities as is done in Oxford and Cambridge. But though we have had Canadians who have got their whole education here, (when a tutor I have had such among my own pupils), I do not remember a case of a student desirous of completing here an education begun in Canada.

I am, very truly yours,

(Signed), GEO. SALMON.

THOMAS HODGINS, ESQ.,
Toronto.

*See resolution of the Senate, p. 5.

Report of the former Chairman of the Special Committee on an application to the University of Trinity College, Dublin.

TORONTO, 28th September, 1896.

DEAR MR. VICE-CHANCELLOR,—Pursuant to the resolution of the Senate adopted on the 8th of June last, authorizing me to arrange, if I could do so, with the University of Trinity College, Dublin, for the affiliation of the University of Toronto on the same terms and conditions as those on which the University has already been affiliated with the Universities of Oxford and Cambridge, I have the honor to report that, after receiving in Dublin the resolution of the Senate, I called on the Reverend George Salmon, D.D., Provost of Trinity College, and explained to him the desire of the Senate for the affiliation of our University. He informed me that the sessions of the College Board were then over, and that it would not meet again until October, but he introduced me to several of the Senior Fellows of the University, members of the governing Board, to whom I explained the position of our University, its educational standards, the action of the Universities of Oxford and Cambridge in granting to us the privileges of affiliation, and the desire of the Senate to obtain similar privileges from the University of Dublin. And I also fully explained to them the reasons why such privileges should be extended to the University of Toronto, and answered, I trust satisfactorily, the questions asked of me by such members of the Board as I had the privilege of meeting.

They informed me that their University had not as yet made regulations similar to those adopted by Oxford and Cambridge for the affiliation of Colonial Universities. But they expressed themselves individually favorable to the policy of such regulations, and stated that if the University of Toronto presented a similar application to that presented by it to Oxford and Cambridge, it would be favorably considered, unless, as one member subsequently stated, some legal impediment in their charter, statutes or rules might prevent the University granting such affiliation privileges. But he also added that if any such impediment existed which could be got over by what he termed "a Queen's Letter," he was satisfied that such Queen's Letter could be obtained.

I therefore suggest that the Senate transmit to the University of Trinity College, Dublin, a formal application for the grant of affiliation privileges similar to those granted to the University by the Universities of Oxford and Cambridge; and I think from the observations made, and the interest manifested by the Provost and Senior Fellows in our University, that it will be successful, unless as above stated, some legal impediment may be found to interpose.

I have the honor, etc.,

(Signed) THOMAS HODGINS.

HON. WILLIAM MULOCK, LL.D., M.P.,
Vice-Chancellor, University of Toronto.

(No. 80.)

Return to an Order of the House of the Sixteenth day of March, 1896, for a Return shewing how many of the children in each City and County, who passed the leaving examination in 1895, are now attending the High Schools. Presented to the Legislature, 7th April, 1896. Mr. *Meacham.* (*Not printed.*)

(No. 81.)

Return to an Order of the House of the Twenty-fifth day of March, 1896, for a Return of copies of all applications and correspondence in favour of and relating to the appointment of William Murdock as Farmer, or Assistant Farmer, at the London Asylum. Presented to the Legislature, 7th April, 1896. Mr. *Whitney.* (*Not printed.*)

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